

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 58	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT18Q0053		6. SOLICITATION ISSUE DATE 03-Aug-2018
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ROSALBA MATEUS			b. TELEPHONE NUMBER (No Collect Calls) (11571) 275 2552		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 13 Aug 2018
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP UNIT 5130 AP0 AA 34038-5130  TEL: FAX:		CODE W913FT	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561210 SIZE STANDARD: \$38,500,000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO SOC SO BOGOTA- COLOMBIA AARON CREEK ARMY BASE TURBO, ANTIOQUIA TEL: 407-922-3222 FAX:		CODE W9094C	16. ADMINISTERED BY		CODE		
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED		
			TEL: EMAIL:				

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Maintenance for Freezer FFP Maintenance for one (1) freezer as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Maintenance for Two Refrigeratos FFP Maintenance for two (2) refrigerators as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Maintenance for Four Washer/Dryers FFP Maintenance for four (4) washer/dryers as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Electrical Water Heater FFP One (1) Electrical Water Heater 80 Gallons as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Maintenance for Four Toilets FFP Maintenance for four (4) toilets as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Maintenance for Four Showers FFP Maintenance for four (4) showers as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Maintenance for Seven Air Conditioners FFP Maintenance for seven (7) air conditioners as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Maintenance for One Microwave FFP Maintenance for one (1) microwave as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Maintenance for Two Water Pumps FFP Maintenance for two (2) water pumps as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Maintenance for Four Water Tanks FFP Maintenance for four (4) water tanks 500 gallons as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Maintenance for Two Septic Wheels FFP Maintenance for two (2) septic wheels as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Maintenance for Two BBQ FFP Maintenance for two BBQ as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Maintenance for One Sink FFP Maintenance for one sink as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Maintenance for Three Tent Shelter FFP Maintenance for three tents shelter as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Maintenance for Lights FFP Maintenance for lights as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	Maintenance for Gator FFP Maintenance for gator as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Maintenance for Brush Cutting FFP Maintenance for brush cutting as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	Vector Control FFP Vector control as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Electrical Panelboards FFP Maintenance for four (4) electrical panelboards as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Sanitary Pipe FFP Maintenance for sanitary pipe as stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	Water Supply Truck FFP Refilling every month stated in the PWS. FOB: Destination PSC CD: 4940	12	Months		

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NET AMT

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government

### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	POP 17-SEP-2018 TO 16-SEP-2019	N/A	SOCOSO BOGOTA- COLOMBIA AARON CREEK ARMY BASE TURBO, ANTIOQUIA 407-922-3222 FOB: Destination	W9094C
0002	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0003	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0004	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0005	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0006	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0007	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0008	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0009	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0010	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0011	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0012	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0013	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0014	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0015	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0016	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0017	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

0018	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0019	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0020	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0021	POP 17-SEP-2018 TO 16-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

#### CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-2	Evaluation - Commercial Items	OCT 2014
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (NOV 2017) Alternate I	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	SEP 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997

#### CLAUSES INCORPORATED BY FULL TEXT

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

(a) Definitions. As used in this clause--

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.frs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.frs.gov> to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

- (ii) Name of the subcontractor.
  - (iii) Amount of the subcontract award.
  - (iv) Date of the subcontract award.
  - (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
  - (vi) Subcontract number (the subcontract number assigned by the Contractor).
  - (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
  - (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
  - (ix) The prime contract number, and order number if applicable.
  - (x) Awarding agency name and code.
  - (xi) Funding agency name and code.
  - (xii) Government contracting office code.
  - (xiii) Treasury account symbol (TAS) as reported in FPDS.
  - (xiv) The applicable North American Industry Classification System code (NAICS).
- (3) Executive compensation of the first-tier subcontractor.  
Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—
- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
    - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
    - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
  - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
  - (e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_ (v) Alternate IV (Nov 2016) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- \_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- \_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- \_\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).
- \_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

\_\_\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_\_ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X\_\_\_\_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_\_ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

\_\_\_\_\_ (44) 52.223-21, Foams (June, 2016) (E.O. 13693).

\_\_\_\_\_ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_\_\_ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_\_ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X\_\_\_\_\_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

\_\_\_ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xiii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).  
(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xviii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using a fixed rate of COP \$2800 to ONE (\$1) US Dollar in effect as follows:

(The fixed rate affords the Vendor, Contracting Agency and Financial Management Organizations to manage contractual evaluations and payments in a stable manner. The current fixed rate is subject to periodic evaluation and change, as required, in order to accommodate all interested parties.)

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures--

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far>

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015)

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Contractors authorized to accompany the Force, or CAAF, means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Designated reception site means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Non-CAAF means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Peace operations, consistent with Joint Publication 3-07.3; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U.S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware--

(i) Of the DoD definition of "sexual assault" in DoD Directive 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws;

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to--

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

- (G) Receive wages that are not below the legal host-country minimum wage;
  - (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
  - (I) If housing is provided, live in housing that meets host-country housing and safety standards.
- (ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.
- (iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.
- (e) Preliminary personnel requirements.
- (1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):
- (i) All required security and background checks are complete and acceptable.
  - (ii) All CAAF deploying in support of an applicable operation—
    - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
    - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
    - (C) Have received all required immunizations as specified in the contract.
- (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
- (2) All other immunizations shall be obtained prior to arrival at the deployment center.
- (3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
- (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.
- (v) All deploying personnel have received personal security training. At a minimum, the training shall—
  - (A) Cover safety and security issues facing employees overseas;
  - (B) Identify safety and security contingency planning activities; and
  - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD (AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil>

to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at [http://www.acq.osd.mil/log/PS/ctr\\_mgt\\_accountability.html](http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html).

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, Operational Contractor Support. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or

Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Peace operations consistent with Joint Publication 3-07.3; or

(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

#### 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from:

(1) For Army contracts: HQDA-AT, telephone DSN 222-9832 or commercial (703) 692-9832

(2) Additional information: Assistant Secretary of Defense for Special Operations and Low-Intensity Conflict, ASD (SOLIC) telephone DSN 227-7205 or commercial (703) 697-7205

(End of clause)

252.229-7001 TAX RELIEF (SEPT 2014)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (IVA) RATE: (19%)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS  
(JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

## PERFORMANCE WORK STATEMENT

### ***GENERAL MAINTENANCE SERVICES TURBO COMPOUND***

#### Part 1

##### General Information

1. **GENERAL:** This is a NON PERSONAL services contract to perform general maintenance for the NSW at Turbo, Colombia. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The Contractor shall provide general facility maintenance to satisfy requirements listed on this Performance Work Statement (PWS). As part of this service, the Contractor shall also provide all management, supervision, personnel, training, equipment, materials, supplies, repair parts and any other equipment and personnel to accomplish the task of providing scheduled periodic preventive maintenance inspections and corrective and emergency repairs to the Turbo Compound, Colombia.

1.2 **Background:** The US Embassy to Bogota's Military Group (MILGP) NSW team has a compound located at Turbo that needs general maintenance in accordance with this PWS.

1.3 **Objectives:** The objective of work includes the preventive maintenance of the NSW Turbo compound and tasks described in 5.1 of this PWS.

1.4 **Scope:** The contractor will provide all materials to meet contract requirements for Government review and comment. As part of this service, the Contractor shall also provide all management, supervision, personnel, training, equipment, materials, supplies, fuel, repair parts and any other equipment and personnel to accomplish the task of providing scheduled periodic preventive maintenance inspections and corrective and emergency repairs to the Turbo compound at Turbo, Colombia.

1.5 Period of Performance: The period of performance shall be for one Year of 12 months. 15 September 2018 – 14 September 2019.

1.6 General Information:

1.6.1 Quality Control Plan (QCP) (*Insert if applicable*): The Contractor shall develop, implement, and maintain a QCP and program to ensure all work described in this contract is performed at or above the standard defined in the Performance Requirements Summary (PRS). The QCP is developed by the contractor for its internal use to ensure that it performs and delivers high-quality service. The contractor's QCP is the means by which the contractor ensures all work complies with the requirements of the contract. The QCP identifies and corrects potential and actual problem areas throughout the entire scope of the contract.

1.6.1.1 The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor shall develop, implement, and maintain a QCP and program to ensure all work described in this contract is performed at or above the standard defined in the Performance Requirements Summary (PRS). The QCP is developed by the contractor for its internal use to ensure that it performs and delivers high-quality service. The contractor's QCP is the means by which the contractor ensures all work complies with the requirements of the contract. The QCP identifies and corrects potential and actual problem areas throughout the entire scope of the contract.

1.6.1.2 The Quality Control Plan shall address as a minimum:

1.6.1.2.1 Inspection Program. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The QCP shall be submitted within thirty (30) days of contract award. After acceptance of the QCP, the contractor shall receive the contracting officer's (KO) acceptance in writing or any proposed changes to the QC procedures. The contractor shall submit QCP changes within five (5) days to the KO and Government Representative (GR) for review and approval prior to implementation

1.6.1.2.2 Deficiency Identification. The QCP shall include a method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable as defined in the PRS. This shall contain processes for corrective action without dependence upon Government direction.

1.6.1.2.3 Deficiency Correction. The program shall contain process control and process performance measurement procedures that shall include how the Contractor shall implement preventive corrective actions. The Contractor shall demonstrate that it has designed quality into the delivery of services thereby mitigating the risk(s) associated with delivery of deficient or nonconforming services.

1.6.1.2.4 Documentation and Enforcement. The QCP shall include a method of documenting and enforcing quality control operations of both prime contractor and subcontractor work; including inspection and testing.

1.6.1.2.5 Trend Analysis. The QCP shall include a method of performing trend analysis and assessments through the use of metrics.

1.6.1.2.6 Surveillance Methods. The QCP shall contain specific surveillance techniques for all contract services. The surveillance methods shall be comprehensive and adaptable to the reporting system of the plan.

1.6.2 Quality Assurance (QA): The government shall evaluate the contractor's performance under this contract in accordance with (IAW) the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed IAW the performance standards and contract quality requirements are met. Contract quality requirements" means the technical requirements in the contract relating to the quality of the product or service and those contract clauses prescribing inspection, and other quality controls incumbent on the contractor, to ensure the product or service conforms to the contractual requirements. It defines how the performance standards will be applied, the frequency of surveillance, the minimum acceptable defect rate(s), and deductions, if applicable.

1.6.3 Recognized Holidays: The contractor is not required to perform services on the following holidays:

2 <sup>nd</sup> July	San Peter y San Paul's Day
4 <sup>th</sup> July	Independence Day
7 <sup>th</sup> August	Battle of Boyacá
20 <sup>th</sup> August	Assumption Day
3 <sup>rd</sup> September	Labor day
15 <sup>th</sup> October	Race day/ Columbus Day
5 <sup>th</sup> November	All Saints day
12 <sup>th</sup> November	Veterans Day
8 <sup>th</sup> December	Immaculate Conception
25 <sup>th</sup> December	Christmas Day
1 <sup>st</sup> January	New Year's Day

1.63.3 **Recognized Holidays:** The Contractor shall follow the same holiday schedule as the US Embassy, Bogota. The KO shall issue a letter advising the contractor of the holiday schedule for a particular year. The initial list will be provided upon contract award. The contractor shall perform services on holidays as required. See Exhibit 3 for the list of holidays observed for current year.

1.6.4 **Hours of Operation:** The contractor is responsible for conducting business, between the hours of 08:00 a.m. and 5:30 p.m. Monday thru Friday except Columbian federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 **Place of Performance:** The work to be performed under this contract shall be performed at the Turbo compound at Turbo, Colombia.

1.6.6 **Type of Contract:** The government shall award a hybrid contract that is a combination of Firm Fixed Price (FFP) and cost reimbursable CLINs.

1.6.7 **Access and General Protection Policy and Procedures:**

1.6.7.1 **FPCON:** In addition to the changes otherwise authorized by the changes of clause of contract, should the US Government Force Protection Condition (FPCON) at any individual installation change, the Government may require changes in contractor security matters or process in accordance with DoDI 2000.16. During FPCONs Charlie and Delta, only contract services that have been deemed "mission essential" by the Government will continue. Contract services will resume when the FPCON is reduced to Bravo or lower.

1.6.7.2 **Physical Security:** The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured. Contractor will notify the COR when access to the facility is required. The COR will coordinate with the Colombian Army for contractor to receive access to the facility.

1.6.7.3 **Escorts :** N/A

1.6.7.4 **Personnel Security Clearance Requirements:** N/A

1.6.7.4.2: **Operations Security (OPSEC) Requirements:** Contractor personnel shall adhere to facility security policies and restrictions. U.S. and Colombia government issued access badges shall not be worn outside designated facilities where visible to the general public. The Contractor shall immediately report suspicious activities to security personnel.

1.6.7.5 **Background Checks (As Determined by AT/OPSEC Review):** The Contractor shall ensure contractor employees and subcontractor employees performing services under this contract have passed a security check conducted by the Host Nation Police Department of their residence or the State Police Department of their U.S. residence. Security checks that have been completed as part of a personnel security clearance background investigation, or a previous background check that was a condition of employment, meet this requirement. Documentation of these checks will be made available to the KO or COR upon request. The Government retains the

right to exclude any employee from performance of duties under this contract if a background security check reveals an employee is a security risk. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. If the Government determines additional background checks are required, at a minimum, and upon request from the Government, the Contractor shall provide to the KO or COR, the following information on any contractor or subcontractor employee performing services under this contract:

- Full birth name
- Married name (if applicable)
- SSN or local equivalent (ID card number)
- Date of birth
- Place of birth (city, country)

(a) RSO Background Checks: For those contract employees requiring access to US and/or Colombian government installations; the Contractor shall ensure that all employees and subcontractors undergo a U.S. Embassy Regional Security Office (RSO) background check and are cleared by the RSO. The contractor shall be responsible to provide all required documents to the RSO (i.e. name check forms, cedula/IDs, passport, chamber of commerce documents). Contractor shall ensure that all employees undergo a Colombian background check and submit required paperwork to have access to the Colombian Ministry of Defense and/or other Colombian Military Bases, if required in their jobs. The KO retains the right to exclude any employee/subcontractor from performance under this contract if any information exists that an employee is a security risk. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. The Contractor shall not hire any person whose employment would result in a conflict interest.

(b) The contractor and, as applicable, subcontractor, shall not employ individuals for work on this contract if such individual is identified as a potential threat to the health, safety, security, or operational mission of the Government of Colombia the military installation and the country's population, nor shall the contractor or subcontractor employ persons under this contract who have an outstanding criminal warrant as identified by the Government of Colombia or the US Embassy RSO. Criminal checks will verify if a person is wanted by local or Colombian authorities or if that person or contractor is restricted from doing business with the Government of Colombia or the United States. All contractor and subcontractor personnel who do not consent to a background check will be denied access to Colombian Military or Government installations and will not be utilized by the SCO-CO. Information required to conduct a background check includes: full name, driver's license number, and/or social security number, and date of birth of the person entering the installation and completion of a background check questionnaire. The contractor shall provide this information using the Colombian Government Forms and shall submit it in conjunction with the contractor's request for either base or vehicle passes. Completion of a successful check does not invalidate the requirement for an escort when contractor or subcontractor personnel are working within controlled or restricted areas operated by the US Department of State or other areas within US Embassy controlled property.

(c) Contractors shall ensure their employees and those of their subcontracts have the proper credentials and visas to work in the Republic of Colombia. Persons found to be undocumented or illegal aliens will be remanded to the proper Colombian authorities.

1.6.7.5.1 Background Check Notification Requirements: If a background check on any employee or subcontractor employee performing services under this contract, whether the check was conducted as a condition of employment or as part of the contract with the Government, reveals any information from any source (including host country law enforcement) of criminal activity by Contractor employees, subcontractors, or subcontractor employees, the Contractor shall **immediately** notify the KO and GR of that information. The Contractor shall make notification of:

(1) Traffic violations, other than parking, will be reported to the KO or GR only if the contract is for drivers for the Government;

(2) Any suspicious activity by Contractor employees, subcontractors, or subcontractor employees the Contractor believes may pose a risk to U.S. or host nation national security or imminent risk of deadly bodily harm to any person; and

(3) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this requirement.

1.6.7.5.2 Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this paragraph may result in requiring the Contractor to remove a Contractor employee or employees from the performance of the contract.

1.6.7.5.3 Subcontracts. The Contractor shall include the substance of this paragraph and the preceding paragraph in all subcontracts.

1.6.7.6 Uncleared Contractor Common Access Card (CAC) Credentialing and Access Procedures N/A

1.6.7.6.1 Contractor Common Access Card (CAC) Eligible Requirements N/A

1.6.7.6.1.1 Federal Installation/Facility Access: N/A

1.6.7.6.2. Contractor Non CAC Eligible Requirements for DOD Facility and Installation Access: N/A

1.6.7.7 Employment Eligibility : N/A

1.6.7.8 Access to Government Information Systems : N/A

1.6.7.9 Key Control: N/A

1.6.7.10 Lock Combinations: N/A

1.6.8 Post Award Conference/Contract Periodic Progress Meetings: The Contractor shall attend the post award conference convened by the contracting activity or contract administration office IAW Federal Acquisition Regulation (FAR) Subpart 42.5. The KO, GR, with other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the KO will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.9 Government Representative (GR): The GR monitors all technical aspects of the contract and assists in contract administration. The GR is authorized to perform the following functions: ensure the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the KO and Contractor of any deficiencies; coordinate availability of government furnished property; and provide site entry of Contractor personnel. A letter of designation issued to the GR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the GR, especially with regard to changes in cost or price, estimates, or changes in delivery dates. The GR is not authorized to change any of the terms and conditions of the resulting order.

1.6.10 Key Personnel: The follow personnel are considered key personnel by the government, Contractor, Contract Manager, and Maintenance Technician. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between the hours and days specified in paragraph 1.6.4.

1.6.11 Special Qualifications or Certifications The Maintenance Technician will be required to have general knowledge or electricity, plumbing, refrigeration and general maintenance to perform the duties under this contract. In the event of equipment repairs needed, the contractor will be responsible of sending a qualified technician to perform such repairs.

1.6.11.1 IA/IT Training Certification (As determined by AT/OPSEC Review): All Contractor employees and subcontractor employees supporting IA/IT functions must be certified upon contract award as directed in DoD 8570.01-M, DFARS 252.239.7001, and AR 25-2. Baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

1.6.12 Identification of Contractor Employees: N/A

1.6.12.1 Badging of Contractor Employees (As determined by AT/OPSEC Review): Contractor employees shall identify themselves as contractor personnel and shall avoid representing themselves as Government employees. This identification includes meeting attendance, answering Government telephones, email communications, and working in other situations where contractor status is not obvious. Contractor personnel identification shall be easily identifiable through the display of badges, name tags, lanyards, etc. Contractor employees are not required to obtain Government badges to perform this service.

1.6.12.2 Uniform (As determined by AT/OPSEC Review): The Contractor shall provide a standard uniform for all Contractor and subcontractor employees performing services under this contract, and ensure they wear the uniform during appointed duty hours. The uniform may consist of the same type and color shirt and slacks for all workers. Company logo is optional.

1.6.13 Contractor Travel : N/A

1.6.14 Other Direct Costs (ODC) : N/A

1.6.15 Data Rights: N/A

1.6.16. Non-Disclosure Requirements: N/A

1.6.16.1 Non-Disclosure Statements: Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge, nor release data or information developed, or obtained under performance of this work statement, except to authorize Government personnel or upon written approval of the KO. The Contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as specified in this PWS. All documentation showing individual names or other personal information shall apply, and shall be controlled and protected under the provisions of the Privacy Act of 1974, Public Law 93-579, 5 United States Code (U.S.C.) Section 552a.

1.6.16.2 Advertisement and Social Media: The Contractor shall NOT post information to public website or social media locations, personal or professional, that in any way disclose names, locations, hotel data, participants, discussions, pictures, etc. before, during or after the contract period of performance without the express consent of the Government. The use of propaganda violates DOD Commercial Use of Imagery Guidelines stated at (<http://www.defenseimagery.mil/products/DODimagery/commercialuse.html>). The Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any marketing tools to include its company website.

1.6.16.3 INFORMATION ASSURANCE: At no time will the Contractor or associated sub-contractor employees transmit government documents or information over using methods that do not meet the security requirements specified in the National Institute of Standards and Technology (NIST) Special Publication

(SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" such as personal electronic mail accounts, public digital data storage sites (cloud storage), social media platforms or instant messaging. Approved government sites such as U.S. Army Aviation and Missile Research Development and Engineering Center (ARMDEC) Safe Exchange at <https://safe.amrdec.army.mil/SAFE/About.aspx>, or All Partners Access Network (APAN) at <https://community.apan.org/>, or other transmission means determined by the government must be used.

1.6.17 Organizational Conflict of Interest (OCI) Contractor and subcontractor personnel performing work under this contract may receive, have access to, or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO and in the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.18 Phase-in/Phase-Out (PIPO) Period: To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the 30 day phase in/phase out periods. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services at the end of the phase-in period.

1.6.19 General Training Requirements:

1.6.19.1 Anti-Terrorism (AT) Level I Training (As determined by AT/OPSEC Review): The Contractor shall complete AT Level I Training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, or 30 calendar days after employment of new personnel, all Contractor employees, including subcontractor employees, who are employed under the contract shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee to the GR or KO within 10 calendar days after completion of training by all employees and subcontractor personnel. For Common Access Card (CAC) holders, AT Level I awareness training is available at <https://jkodirect.jten.mil>, course number "JS-US007-14". For non-CAC holders, AT Level I awareness training is available at <http://jko.jten.mil/courses/at1/launch.html> (this standalone version is intended for non-CAC users without a JKO account only). Training must have been completed within the last 12 months and maintained yearly thereafter. If training cannot be conducted on the website, the Contractor will coordinate with the local AT Officer at their assigned location for classroom training by a Level 2 trained AT Officer and a copy of either the training certificate or the training attendance roster signed by the AT Officer will be maintained by the Contractor. Verification of the training will be provided to the COR or KO within 10 calendar days after completion of the training.

1.6.19.2 OPSEC Awareness: If the Contractor, or a subcontractor, or employees of either disclose any information that disrupts or harms the Government's operations or activities, then the Government retains the right to exclude any employee from performance of duties under this contract. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. By way of example, personnel shall not sketch or take photos of government facilities or activities, unless related to service to be provided. All government paper products and removable digital storage material that is received, generated, or stored during the contract will be destroyed completely when no longer needed to preclude recognition of information.

1.6.19.3 Information Assurance (IA) Training: Contractor employees, including subcontractors, requiring access to Government information systems shall complete the DOD IA Cyber Awareness Training. All employees working information technology (IT)/IA functions must comply with DOD and Army training requirements per DOD Directive (DODD) 8570.01, Information Assurance Training Certification and Workforce Management, DOD

8570.01-M, Information Assurance Workforce Improvement Program, and AR 25-2, Information Assurance, within 30 days of employment. Training is available at <https://ia.signal.army.mil/DODIAA/default.asp>.

1.6.19.4 Information Assurance (IA)/Information Technology (IT) Training: All Contractor employees and subcontractor employees requiring access to Government information systems must complete the DoD IA awareness training before issuance of network access and annually thereafter. All employees working IA/IT functions must comply with DoD and Army training requirements in Per DoD 8570.01, DOD 8570.01-M, and AR 25-2, within 30 days of employment. Training is available at <https://ia.signal.army.mil/DoDIAA/default.asp>.

1.6.19.5 Threat Awareness Reporting Program (TARP Training): Within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, or 30 calendar days after employment of new personnel, all Contractor employees, including subcontractor employees, who are employed under the contract and require a security clearance, shall complete TARP training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee to the Government Representative within 10 calendar days after completion of training by all employees and subcontractor personnel. TARP training is available at the Army Learning Management System (ALMS) <https://www.lms.army.mil/>. Training must have been completed within the last 12 months and maintained yearly thereafter. If training cannot be conducted on the website, the Contractor will coordinate with the local Counter Intelligence (CI) Officer at their assigned location for classroom training and a copy of either the training certificate or the training attendance roster signed by the CI Officer will be maintained by the Contractor. Verification of the training will be provided to the Contracting Officer (KO) or Government Representative (GR) within 10 calendar days after completion of the training.

1.6.19.6 iWATCH Training: The Contractor will ensure that all Contractor employees and sub-contractor employees performing services under this contract have been briefed on the iWATCH Program, or equivalent for their supporting DoD Agency, within 30 days of employment under the contract. The Contractor will coordinate with the supporting DoD Agency AT Officer through the GR or KO for the briefing. This training will be updated as required by the supporting installation AT policies. A copy of the training attendance will be maintained by the Contractor and made available to the GR or KO upon request.

1.6.19.7 OPSEC Training: All Contractor employees and sub-Contractor employees performing services under this contract will complete Level I OPSEC training within 30 calendar days of employment under this contract. OPSEC Level I training is available at <https://jkodirect.jten.mil>, course number "EUC-ECJ6-110-N-LB". Training must have been completed within the last 12 months and maintained yearly thereafter. If training cannot be conducted on the website, the Contractor will coordinate with the local OPSEC Officer at their assigned location for classroom training by a Level 2 trained OPSEC Officer and a copy of either the training certificate or the training attendance roster signed by the OPSEC Officer will be maintained by the Contractor. Verification of the training will be provided to the GR or KO upon request.

#### 1.6.20 Overseas Training Requirements:

1.6.20.1 Antiterrorism (AT) Awareness Training for Contractor Personnel Traveling: Upon award of the contract, or within 30 days of employment of new personnel performing services under this contract, the Contractor will coordinate with the supporting DoD Agency AT Officer through the GR or KO, for AOR specific AT awareness training for U.S. based Contractor employees and associated subcontractor employees. This training will be updated as required by the supporting installation AT policies. Verification of the training will be made available to the GR or KO upon request.

1.6.20.2 SERE Training: All Contractor employees and subcontractor employees must complete the computer based SERE 100.1 Code of Conduct training course prior to theater entry. Training is available at <http://jko.jten.mil>. Completed training meets the requirement for three (3) years. Verification of the training will be made available to the KO or GR upon request.

1.6.21 Foreign (OCONUS) Requirements: All U.S. citizen or resident, and TCN contractor personnel not normally residing in the USSOUTHCOM AOR, must comply with the training requirements listed in the Foreign Clearance

Guide (FCG). Verification of the training shall be made available to the GR or KO upon request. Additionally, they must receive personal security training that includes at a minimum:

- (a) Safety and security issues facing employees within the USSOUTHCOM AOR,
- (b) Identifies safety and security contingency planning activities, and
- (c) Identifies ways to utilize safety and security personnel and other resources appropriately.

1.6.21.1 Theater and Country Clearance Requirements: Contractor shall ensure all U.S. citizen or U.S. resident Contractor employees and sub-contractor employees performing services under this who are traveling in the USSOUTHCOM AOR follow the requirements identified in the electronic Foreign Clearance Guide (FCG) at <https://www.fcg.pentagon.mil/fcg.cfm> and must have all necessary passports, visas, and other documents required to enter, exit, or work in the USSOUTHCOM AOR; must have the appropriate DOD identity credential(s); must have the appropriate special area, country, and theater clearance as required in DOD Directive 4500.54E.

1.6.21.2 Vetting: The Contractor company and all associated sub-contractor companies, must have been vetted by the US Embassy in the country which the contract will be performed. For the purposes of this contract, the company is considered vetted if the company is located in the country which the contract will be performed unless the company has been previously barred from performing services for the Government. If during a previous vetting process the company was barred from performing service for the Government, then that is grounds for termination of the contract. If the company is located outside of the country which the contract will be performed, the company must be vetted by the US Embassy in the country of performance. Vetting will be coordinated through the US Embassy's DOD Security Cooperation Office (SCO) in the country of performance. If during any previous vetting process in other countries, the company is found to be barred from performing services for the Government; this finding is grounds for termination of the contract.

1.6.21.2.1): The Contractor shall provide a fully qualified workforce who possesses the training, skills, licenses, clearances, certifications and experience to successfully perform the services required in this PWS. Contractor employees remain under the direct supervision of the contractor and will not be considered employees of the Government. All contractor personnel shall be cleared by the Regional Security Office (RSO) prior to employment and at the contractor's expense (see Para 1.6.7.1 for more information). The contractor shall not employ any person whose employment results in a conflict of interest under DoD 5500.7-R, Joint Ethics Regulation. The contractor must demonstrate registry or other certification which authorizes the company to perform and do business in the country of Colombia.

1.6.21.3 Installation Access to DOD Facility or Host Nation Installation: Contractor and all subcontractor employees performing services under this contract shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) (U.S. citizen and residents only), and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and areas commander installation/facility access and local security policies and procedures (provided by the GR or KO), and status of forces agreements or other diplomatic agreements. The employee performing services under this contract shall provide all information required for background checks to meet installation access requirements to the installation Provost Marshal Office, Director of Emergency Services, Security Office, or host nation equivalent.

1.6.21.4 Host Nation Installation Access with No DOD Facility: Contractor and all associated subcontractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures. The employee performing services under this contract shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, Security Office or the host nation equivalent.

1.6.21.5 Deoxyribonucleic Acid (DNA) Samples: The Contractor shall collect a DNA record for all U.S. citizen Contractor and subcontractor personnel traveling to the USSOUTHCOM AOR and shall have arrangements for storage of the DNA referenced specimen through a private facility or arrange for the storage of the specimen by contacting the Armed Forces Repository of Specimen Samples for the Identification of Remains (AFRSSIR) at <http://www.afmes.mil/index.cfm?pageid=afdil.afrssir.overview> or phone: (302) 346-8800. In addition, U.S. citizen Contractor and subcontractor personnel shall comply with the requirements of DODI 3020.41, Enclosure 3, paragraph 8.b., or its successor.

1.6.21.6 Medical Travel Requirement: Contractor shall ensure that all Contractor employees and subcontractor employees are medically, dentally, and psychologically fit for performance of their duties. All U.S. citizen and third country national (TCN) Contractor and subcontractor personnel must meet the medical screening requirements established by the USSOUTHCOM Commander in the Medical Suitability Screening Regulation (SC Reg 40-501), as well as the requirements identified in FORCE HEALTH PROTECTION (FHP) GUIDANCE FOR DEPLOYMENT in the USSOUTHCOM AOR or their successors and follow immunization and health protection guidelines outlined therein. All immunizations must be obtained prior to traveling to the USSOUTHCOM AOR. U.S. citizen and TCN Contractor and subcontractor personnel traveling from a country outside of the USSOUTHCOM AOR must travel into the USSOUTHCOM AOR with a current copy of the Public Health Service Form 791, "International Certificate of Vaccination". In addition, U.S. citizen and TCN Contractor and subcontractor personnel traveling to the USSOUTHCOM AOR are required to be beneficiaries of a medical evacuation plan and service through an insurance plan provided by their employer or paid for individually.

1.6.22 Synchronized Pre-deployment and Operational Tracker (SPOT): Upon award of this contract, or employment of new personnel, the Contractor will enter Contractor employees and subcontractor employees performing services under this contract into the SPOT database who meet one of the following conditions:

- (1) All U.S. citizen and resident, and third country national (TCN) personnel who travel into the USSOUTHCOM AOR for periods of performance anticipated to exceed 30 consecutive days.
- (2) TCN personnel who reside with or work in the immediate vicinity of U.S. Armed Forces and/or DOD Civilian personnel for periods of performance anticipated to exceed 30 consecutive days.
- (3) Private security Contractors and contingency Contractor personnel authorized to carry weapons regardless of proximity to U.S. Armed Forces or DOD Civilian personnel and regardless of the length of the anticipated period of performance.
- (4) Contractor and subcontractor personnel with a place of performance in the continental United States, including the USSOUTHCOM Headquarters and Joint Interagency Task Force-South (JIATF-S) Headquarters, that may, within the terms of the contract, deploy to the USSOUTHCOM AOR for periods anticipated to exceed 30 consecutive days.

1.6.22.1 The GR or KO will approve all employees in the SPOT database and a Letter of Authorization (LOA) is generated to the Contractor on each employee. The signed LOA is required prior to travel to, from, or within the USSOUTHCOM AOR. The LOA will identify any additional authorizations, privileges, or Government support to which Contractor personnel are entitled under this contract. The LOA will be regenerated by the Contractor upon expiration of the LOA. Changes to the status of individual personnel relating to their in-theater arrival date and their duty location, to include closing out the trip with their proper status (e.g., mission complete, wounded, ect.) shall be annotated within the SPOT database in accordance with the timeliness established in the SPOT business rules. Information and standards for the SPOT system is posted on the U.S. Government Foreign Clearance Guide website at <https://www.fcg.pentagon.mil/fcg.cfm> for the country of employment. Access to SPOT is <https://spot.dmdc.mil>.

PART 2  
DEFINITIONS & ACRONYMS

**2. DEFINITIONS AND ACRONYMS:**

2.1. Definitions:

2.1.1 Area of Responsibility. The U.S. Southern Command (USSOUTHCOM) area of responsibility (AOR) includes the geographic areas of Antigua and Barbuda, Argentina, Aruba, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mayotte, Montserrat, Nicaragua, Panama, Paraguay, Peru, Saint Barthélemy, Saint Martin, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Saint Maarten, Suriname, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, and Venezuela.

2.1.2. Contractor. The total contractor organization or a separate entity of it; such as an affiliate, division, or plant that performs its own purchasing.

2.1.3. Contracting officer (KO). A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

2.1.4. Government representative (GR). An individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

2.1.5. Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.6. Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.7. Foreign National. A foreign national is not a U.S. citizen. Green card holders are also identified as foreign nationals. A foreign national is further categorized as either a third country national or a local national based on the person's citizenship and location of performance of duty.

2.1.8. Key Personnel. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.9. Local National. Local nationals are foreign nationals who are citizens of the country where the performance of duty will occur.

2.1.10. Performance Work Statement (PWS). A statement of work for performance-based acquisitions that describes the required results in clear, specific, and objective terms with measurable outcomes.

2.1.11. Physical Security. Protection of the perimeter area, government property, and assets that prevent the loss or damage of Government property.

2.1.12. Quality Assurance. The various functions, including inspection, performed by the government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

2.1.13. Quality Assurance Surveillance Plan (QASP). A plan describing how the agency will survey, observe, test, sample, evaluate and document the Contractor's performance in meeting critical performance standards identified in the contract.

2.1.14. Quality Control (QC). Tasks performed by the Contractor to improve the quality of the organization's output.

2.1.15. Shall. An imperative command; has a duty to or is required to. Denotes that a regulation must be followed unless the contracting officer has obtained a deviation.

2.1.16. Subcontractor. Any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

2.1.17. Third Country National. Third country nationals are foreign nationals who are not citizens of the country where the performance of duty will occur.

2.1.18. Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.19. Work Week. Monday through Friday, unless specified otherwise.

2.2 Acronyms: *[List all acronyms with each spelled out. At a minimum, insert the acronyms below].*

AFSSIR	Armed Forces Repository of Specimen Samples
ALMS	Army Learning Management System
ANSI	American National Standards Institute
AOR	Area of Responsibility
AR	Army Regulation
ATCTS	Army Training Certification Tracking System
AT	Anti-Terrorism
CAC	Common Access Card
CFR	Code of Federal Regulations
CI	Counter Intelligence
CLIN	Contract Line Item Number
CMR	Contract Manpower Reporting
CONUS	Continental United States (excludes Alaska and Hawaii)
DD Form 254	Department of Defense Contract Security Requirement List
DNA	Deoxyribonucleic Acid (DNA)
DOD	Department of Defense
DODD	Department of Defense Directive
DODI	Department of Defense Instruction
FAR	Federal Acquisition Regulation
FHP	Force Health Protection
FCG	Foreign Clearance Guide
FN	Foreign National
FY	Fiscal Year
GFE	Government Furnished Equipment
GFP	Government Furnished Property
GFS	Government Furnished Services
GOC	Government of Colombia
GR	Government Representative
IA	Information Assurance
IAW	In Accordance With
IT	Information Technology
JPAS	Joint Personnel Adjudication System
JTR	Joint Travel Regulation
KO	Contracting Officer
LN	Local National
LOA	Letter of Authorization
NCIC-III	National Crime Information Center Interstate Identification Index
NIST	National Institute of Standards and Technology

ODC	Other Direct Costs
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OSHA	Occupational Safety and Health Administration
OPSEC	Operation Security
PIPO	Phase In/Phase Out
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Program
RA	Requiring Activity
SOP	Standard Operating Procedures
SPOT	Synchronized Predeployment and Operational Tracker
TCN	Third Country National
TE	Technical Exhibit
TSDB	Terrorist Screening Data Base
U.S.C.	United States Code
USSOUTHCOM	United States Southern Command

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PART 3  
Government Furnished Equipment (GFE), Government Furnished Property (GFP), and Government Furnished  
Services (GFS)

**3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1. Services: The Government will provide processing of RSO Security Clearance when needed

3.2 Facilities: The Government will provide a storage area for consumable supplies and minor equipment.

3.3 Utilities: The Government will provide utilities at no cost. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the faucets, turning off lights, and powering off equipment at the end of the work day.

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

**4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1 General The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Part 3 of this PWS.

4.5 Insurance: All insurances required by the Government of Colombia to operate within the country shall be obtained and maintained as required by the Government of Colombia (GOV). Insurance requirements include but are not limited to Third Party Damage, First Person Fatality, Additional person Fatalities, Criminal court representation and Civil Representation.

4.5.1 Worker's Compensation and Employers Liability Insurance as required by law except that if the contract is to be performed in a country which does not require or permit private insurance, then compliance with the statutory or administrative requirements for the Country of Colombia. The required Worker's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit as required by the Government of Colombia.

4.5.1.2 General Liability Insurance: Bodily injury liability insurance, in the minimum limits as established by the Government of Colombia, per occurrence shall be required on the comprehensive form of policy.

4.5.1.3 Automobile Liability Insurance for Contractor Owned/Leased Vehicles. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits as established by the Government of Colombia shall be required.

4.5.1.4 Payment of Wages/Salaries: The contractor shall be responsible for payment of all employee salaries, vacations, social security, medical insurance, family subsistence and all other entitlements required by Colombian labor laws. At a minimum, the Contractor shall adhere to applicable wages established by the GOC. Additionally, the Contractor will make a good faith attempt to provide reasonable wages to maintain stability in the workforce.

4.6 Contractor Vehicles and Passes: All contractor employees' and Contractor's subcontractor vehicles used for the performance of this contract shall comply with all Colombian Government Regulations. In addition, all vehicles described above must be registered through the Government of Colombia or with the installation office for the Colombian Military Base that they are working on. Pass and Registration will comply with Colombian Installation Commander Directives. The contractor is responsible to provide maintenance or fuel for contractor vehicles.

4.6.1 Vehicle and personal passes are the property of the Government of Colombia and will be surrendered upon termination of employment or the end of the contract performance period to the COR. Any pass will be surrendered to US or Colombian Security Forces upon demand to positively identify a person's need to be on Colombian Military Installation or the grounds of the US Embassy, Bogota, Colombia, or other facilities based on duty location.

PART 5  
SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services. The contractor shall provide the following services; all items shall be maintained in serviceable condition and inspected daily unless otherwise indicated. Items that cannot be maintained/repared shall be reported to the GR within 12 hours of observation. Service calls are made by maintenance personnel to visit the location of something in need of service or assist in a particular situation. Service call will be communicated via phone call or in person by on-site personnel.

**Quantity      Equipment**

**Maintenance**

1	Freezer	<ol style="list-style-type: none"> <li>1. Clean the condenser, Check door seals for air leaks, Inspect the electrical system</li> <li>2. Inspections and required maintenance on all major appliances will be conducted every month or at the request of the US Government Representative at Turbo</li> <li>3. If any replacement item is needed it will be subject to Government Representative approval.</li> </ol>
2	Refrigerator LG 600 liters	<ol style="list-style-type: none"> <li>1. Clean the condenser, Check door seals for air leaks, Inspect the electrical system</li> <li>2. Inspections and required maintenance on all major appliances will be conducted every month or at the request of the US Government Representative at Turbo</li> <li>3. If any replacement item is needed it will be subject to Government Representative approval.</li> </ol>
4	Washer/ Dryers	<ol style="list-style-type: none"> <li>1. Clean, Check door seals for air leaks, Inspect the electrical system</li> <li>2. Inspections and required maintenance on all major appliances will be conducted every month or at the request of the US Government Representative at Turbo</li> <li>3. If any replacement item is needed it will be subject to Government Representative approval.</li> </ol>
1	Electrical water heater 80 gallons	<ol style="list-style-type: none"> <li>1. Clean, Check door seals for air leaks, Inspect the electrical system</li> <li>2. Inspections and required maintenance on all major appliances will be conducted every month or at the request of the US Government Representative at Turbo</li> <li>3. If any replacement item is needed it will be subject to Government Representative approval.</li> </ol>
4	Toilets	<ol style="list-style-type: none"> <li>1. Contractor shall conduct maintenance for the aforementioned every month</li> <li>2. Contractor shall provide maintenance repair and/or replace toilets, seats, seals, floats, levers, lids, and any items or devices required for the proper operation and sanitation of toilets.</li> <li>3. Emergency Calls will be fixed immediately.</li> <li>4. If any replacement item is needed it will be subject to Government Representative approval</li> </ol>
4	Showers	<ol style="list-style-type: none"> <li>1. Contractor shall conduct maintenance for the aforementioned every month</li> <li>2. Contractor shall provide maintenance repair and/or replace toilets, seats, seals, floats, levers, lids, and any items or devices required for the proper operation and sanitation of toilets.</li> <li>3. Emergency Calls will be fixed immediately.</li> <li>4. If any replacement item is needed it will be subject to Government Representative approval</li> </ol>
7	Air conditioners	<ol style="list-style-type: none"> <li>1. Clean Air Filters every month</li> <li>2. Check, rinse and clean inside and outside units monthly</li> <li>3. Check AC Gas levels monthly per units</li> <li>4. Emergency Calls for AC units will be fixed immediately</li> <li>5. If any replacement item is needed it will be subject to Government Representative approval.</li> </ol>

1	Microwave	<ol style="list-style-type: none"> <li>1. Clean, Check door seals for air leaks, Inspect the electrical system</li> <li>2. Inspections and required maintenance on all major appliances will be conducted every month or at the request of the US Government Representative at Turbo</li> <li>3. If any replacement item is needed it will be subject to Government Representative approval</li> </ol>
2	Water Pumps	<ol style="list-style-type: none"> <li>1. Repair top lids on the water storage</li> <li>2. Contractor will inspect water tanks put screen around the water tank to keep birds and bugs out of the water tank.</li> <li>3. Needs to get shocked and cleaned out</li> <li>4. Storage water tank will be maintained and checked monthly</li> <li>5. If any replacement item is needed it will be subject to Government Representative approval</li> </ol>
4	Water Tanks 500 gallons	<ol style="list-style-type: none"> <li>1. Repair top lids on the water storage</li> <li>2. Contractor will inspect water tanks put screen around the water tank to keep birds and bugs out of the water tank.</li> <li>3. Needs to get shocked and cleaned out</li> <li>4. Storage water tank will be maintained and checked monthly</li> <li>5. If any replacement item is needed it will be subject to Government Representative approval</li> </ol>
2	Septic Wheel	<ol style="list-style-type: none"> <li>1. Clean and maintenance every month</li> <li>2. If any replacement item is needed it will be subject to Government Representative approval</li> </ol>
2	BBQ	<ol style="list-style-type: none"> <li>1. Contactors will inspect pot and grate, ash drawer, heat exchanger, ash traps/baffles and glass on a monthly base.</li> <li>2. Thorough cleaning and inspection of the entire system.</li> <li>3. Testing and calibration of BBQ settings with proper gauges and measures.</li> <li>4. Inspection of all mechanical and electrical components and repairing or replacing as needed</li> <li>5. Inspection of all gaskets / seals and resealing as needed</li> <li>6. If any replacement item is needed it will be subject to Government Representative approval.</li> </ol>
1	Sink	<ol style="list-style-type: none"> <li>1. Clean and maintenance every month</li> <li>2. If any replacement item is needed it will be subject to Government Representative approval</li> </ol>
3	Tents Shelter systems AKS 12x9 m	<ol style="list-style-type: none"> <li>1. Clean and maintenance</li> <li>2. If any replacement item is needed it will be subject to Government Representative approval</li> </ol>
1	Lights Maintenance	<ol style="list-style-type: none"> <li>1. Preventive and Corrective maintenance of lamps</li> <li>2. If any replacement item is needed it will be subject to Government Representative approval</li> <li>3. Corrective maintenance of 70 W sodium lamp, change movement sensor as required, painting and cleaning of the base (support). Includes also Pole adjusting. Contractor shall include supplies for this task.</li> <li>4. Corrective maintenance of 32W T8 fluorescent lamp, change movement sensor as required, cleaning of covers.</li> <li>5. Contractor shall include supplies for this task.</li> </ol>
1	John Deere Gator	<ol style="list-style-type: none"> <li>1. Preventive and corrective maintenance of gator.</li> <li>2. If any replacement item is needed it will be subject to Government Representative approval</li> </ol>
1	Brush cutting – 5 meters from the	<ol style="list-style-type: none"> <li>1. Twice services per month for the entire compound. All waste products resulting from this service will be removed and disposed of immediately after the work is completed.</li> <li>2. Contractor shall include tools and supplies required</li> </ol>

	concertina around the compound.	
1	Vector control	1. Vector control will be done monthly 2. Vector control will be coordinated by the Government Representative
4	Electrical Panelboards (Main 400A)	1. Preventive and corrective maintenance of panelboards, receptacles, Lightning and grounding system. 2. If any replacement item is needed it will be subject to Government Representative approval
1	Sanitary Pipe	1. Maintenance for sanitary pipe 2. If any replacement item is needed it will be subject to the Government Representative approval.
4	Water supply, truck	1. Refilling according to the requirement

5.2. Maintenance:

5.2.1. Contractor shall deliver to the GR proposed work schedule and timeline for contract completion within 10 days of contract award. The Contractor shall provide and ensure that Contractor maintenance personnel are on duty to accept and respond to service calls, including weekends and holidays.

The Contractor shall respond to all on-site service calls within 1 hour. In the case of major repairs requiring out-of-site support, the Contractor shall provide a replacement or service within 24-hours of notification.

5.2.2. Contractor shall conduct an operational inspection within 30 days of contract award of the air condition units, and request approval from the GR any corrective maintenance required. Thereafter, the contractor shall conduct preventive/ corrective maintenance every 90 days to include replacement of equipment if necessary. The Contractor shall provide and ensure that Contractor maintenance personnel are on duty to accept and respond to service calls, including weekends and holidays.

5.2.3. Contractor shall conduct an initial inspection, and conduct immediate corrective maintenance to doors, locks, plumbing, windows, frames, sealants, electrical grid, floors, ceilings and walls within 30 days of contract award. Thereafter, the contractor shall conduct maintenance for the aforementioned every 6 months. The Contractor shall provide and ensure that Contractor maintenance personnel are on duty to accept and respond to service calls, including weekends and holidays.

5.2.4. The contractor shall conduct an initial inspection, and conduct immediate corrective maintenance to water heater, washing machine, and dryer within 30 days of contract award. Thereafter, the contractor shall conduct maintenance at least once a year or as needed. The Contractor shall provide and ensure that Contractor maintenance personnel are on duty to accept and respond to service calls, including weekends and holidays.

5.2.5. Corrective Actions. All inspections resulting in an unsatisfactory findings shall be corrected the same or next work day (i.e. buildings cleaned in the morning: same day correction, building cleaned in the afternoon: next day morning correction). At any time the KO determines that the quality control system, personnel, instructions, controls, tests, or records are not providing results which conform to contract requirements, action shall be taken by the Contractor to correct the deficiency (i.e. replacement of personnel, additional quality control inspection, etc).

5.3. CONTRACTOR MANPOWER REPORTING (CMR): The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract [for the IIT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on the “Department of the Army CMRA” or the icon of the DOD organization that is receiving or benefitting from the contract services.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2015. If contract period of performance ends prior to September 30, the contractor has 30 days from end date of the contract to complete the CMR requirement. Contractors may direct questions to the help desk by clicking on the “Send an email” which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component’s CMR website.

5.4 Maintenance Records - The Contractor shall maintain PM records that include scheduled and completed dates, work performed, noted observations, equipment ID, equipment description, craftsman notes and time expended. The Contractor shall submit monthly a report of planned PM’s for the following month as well as a deficiency report of PM’s not completed as scheduled, explanation, and a scheduled completion date

PART 6  
APPLICABLE PUBLICATIONS

**6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)**

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

6.1.1 DOD Commercial Use of Imagery Guidelines

6.1.2 AR 190-13, The Army Physical Security Program

6.1.3 Army Directive 2014-05, Policy and Implementation Procedures for CAC Credentialing Access for Uncleared Contractors

6.1.4 DOD 5220.22-M, National Industrial Security Program Operating Manual

6.1.5 Defense Federal Acquisition Regulation Supplement (DFARS)

6.1.6 Joint Travel Regulation (JTR)

6.1.7 AR 735-5, Policies and Procedures for Property Accountability

6.1.8 DODD 8570.01, Information Assurance Training Certification and Workforce Management

6.1.9 DOD 8570.01-M, Information Assurance Workforce Improvement Program

6.1.10 AR 25-2, Information Assurance

6.1.11 DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces

6.1.12 USSOUTHCOM SC Regulation 40-501, Medical Suitability Screening Regulation

6.1.13 DODI 2000.16 DoD Antiterrorism (AT) Program

PART 7  
ATTACHMENT/TECHNICAL EXHIBIT LISTING

**7. Attachment/Technical Exhibit List:**

**7.1 Attachments:**

7.1.1 Attachment 1 – Performance Requirements Summary: The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Methods of Surveillance <i>Random Sampling</i> <i>100 Percent Inspection</i> <i>Periodic Surveillance</i> <i>Validated Customer Complaint</i>	% Deduction from monthly invoice for not meeting Performance Standards
<b>1. Combating Trafficking in Persons FAR 52.222-50 c</b>	The Contractor shall Notify its employees of	100% Compliance	100% Inspection, GR Validation	5% of total monthly price will be deducted

	<p>a. The United States Government's zero tolerance policy described in paragraph (b) of this clause</p> <p>The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment</p>			
<b>2. Contracting Manpower Reporting (Para 5.3)</b>	<p>The Contractor shall completely fill in all the information in the format using the following web address <a href="https://cmra.army.mil">https://cmra.army.mil</a>. The contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. If contract period of performance ends prior to September 30, the contractor has 30 day from end date of the contract to complete the CMR requirement.</p>	100% Compliance	100% Inspection, GR Validation	5% of CLINS total monthly price will be deducted
<b>PRS # 1</b> Contractor shall deliver to the COR proposed work schedule and timeline for contract completion within 10 days of contract award. (Para 5.2.1)	The contractor provided the service within 15 calendar days.	100% Compliance	Periodic Surveillance	5% of CLINS total monthly price will be deducted
<b>PRS # 2</b> Contractor shall conduct an initial inspection of the air condition units, and conduct immediate corrective maintenance to begin within 30 days of contract award. Thereafter, the contractor shall conduct preventive/ corrective maintenance every 90 days to include replacement of equipment if necessary. (Para 5.2.2)	The contractor provided the service within 90 calendar days, and every 90 days thereafter.	100% Compliance	Periodic Surveillance	5% of CLINS total monthly price will be deducted
<b>PRS # 3</b> Contractor shall conduct an initial inspection, and conduct	The contractor provided the service within 30 calendar days. Thereafter, every six months.	100% Compliance	Periodic Surveillance	5% of CLINS total monthly

immediate corrective maintenance to doors, locks, plumbing, windows, frames, sealants, electrical grid, floors, ceilings and walls within 30 days of contract award. Thereafter, the contractor shall conduct maintenance for the aforementioned every 6 months. (Para 5.2.3)				price will be deducted
<b>PRS # 4</b> The contractor shall conduct an initial inspection, and conduct immediate corrective maintenance to water heater, washing machine, and dryer within 30 days of contract award. Thereafter, the contractor shall conduct maintenance at least once a year or as needed. (Para 5.2.4)	The contractor provided the service within 30 calendar days. Thereafter, once a year.	100% Compliance	Periodic Surveillance	5% of CLINS total monthly price will be deducted

## 7.1.2 Attachment 2 – Deliverables Schedule

<u>DELIVERABLE</u>	<u>FREQUENCY</u>	<u># OF COPIES</u>	<u>MEDIUM/FORMAT</u>	<u>SUBMIT TO</u>
Name of contract manager responsible for work performance, and alternate	Once, 10 days before granting contract	1	Email or hard copy	GR
Provide a summary of services performed to include parts and expendable supplies used	No later than 10 days after service performance	1	Email or hard copy	GR
CMR	Reported by 31 October of each calendar year. If contract period of performance ends prior to September 30, the contractor has 30 day from end date of the contract	1	Fill format at submit to website	<a href="http://www.ecmra.mil/">http://www.ecmra.mil/</a>
Drug testing results	Yearly	1	Email or hard copy	Positive drug test results shall be made available to both the KO and GR within 24 hours of known test results.

ADDENDUM TO FAR 52.212-1

**ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS**

(a) **North American Industry Classification System (NAICS)** code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits a quotation in its own name, but which proposes to furnish an item which it did not itself manufacture, is \$38,500,000 ,000.

(b) **Submission of quotations.** Submit signed and dated quotations to the office specified in this solicitation via email to [rosalba.mateussandoval.fn@mail.mil](mailto:rosalba.mateussandoval.fn@mail.mil) with courtesy copy to [cesar.g.casillas2.civ@mail.mil](mailto:cesar.g.casillas2.civ@mail.mil) at or before the exact time specified in this solicitation. Quotations may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, quotations must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of quotations;
- (3) The name, address, telephone number and email address of the quoter;
- (4) A technical description of the items being quoted in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the quoter shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the quotation is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Quotations that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) **Period for acceptance of quotations.** The quoter agrees to hold the prices in its quotation firm for 30 calendar days from the date specified for receipt of quotations.

(d) **Product samples.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of quotations. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during pre-award testing.

(e) **Multiple quotations.** Quoters are encouraged to submit multiple quotations presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each quotation submitted will be evaluated separately.

**(f) Late submissions, modifications, revisions, and withdrawals of quotations.**

(1) Quoters are responsible for submitting quotations, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that quotations or revisions are due.

(2) Any quotation, modification, revision, or withdrawal of a quotation received at the Government office designated in the solicitation after the exact time specified for receipt of quotations is “late” and will not be considered unless it is received before award is made, and the Contracting Officer determines that accepting the late quotation would not unduly delay the acquisition.

(g) **Issuance of Purchase Order.** The Government intends to evaluate quotations in accordance with FAR 13.106. The Government will not use the formal source selection procedures described in FAR Part 15. The

Government may issue a purchase order to other than the quoter with the lowest priced quotation. After the evaluation of quotations, the Government may negotiate final terms with one or more quoters of the Government's choice before issuing any purchase order.

(h) **Multiple Purchase Orders.** Unless otherwise provided in the Schedule, quotations may not be submitted for quantities less than those specified. The Government reserves the right to issue a purchase order on any item for a quantity less than the quantity quoted, at the unit prices quoted, unless the quoter specifies otherwise.

(i) **Contractor and Government Entity (CAGE) Code or NATO Contractor Government Entity (NCAGE) Code.** The quoter shall enter its CAGE or NCAGE code in the block with its name and address on the cover page of its quotation, in accordance with FAR 52.204-16.

(j) **Data Universal Numbering System (DUNS) Number.** The quoter shall enter, in the block with its name and address on the cover page of its quotation, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the quoter's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the quoter to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the quoter does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A quoter within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. A quoter located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The quoter should indicate that it is a quoter for a Government contract when contacting the local Dun and Bradstreet office.

(k) **System for Award Management.** Unless exempted by the Contracting Officer, the quoter shall be registered in the SAM database prior to issuance of purchase order, during performance and through final payment. If the quoter does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered quoter. Quoters may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) **Requests for Information:** The Contracting Officer will not notify unsuccessful quoters. Quoters may request information on purchase order(s) resulting from this solicitation.

(End of provision)

#### ADDENDUM TO FAR 52.212-2

#### **ADDENDUM TO FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS**

This addendum replaces provision FAR 52.212-2 in its entirety.

(a) The Government will issue a purchase order resulting from this solicitation to the responsible quoter whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered, in accordance with FAR 13.106. The following factor(s) shall be used to evaluate offers:

1. Price
2. Technical Acceptability

Award will be made to the lowest price technically acceptable offer.

Following sub-factor shall be used to determine technical acceptability. Nonsubmission of one of these elements shall render the offer technically unacceptable and shall not be considered for award.

- a. Sub-Factor 1 Vehicle Specifications

The vendor's offer will be evaluated to determine if the offeror provided all requirements as stated in the solicitation.

ADDENDUM TO FAR 52.212-4

**PAYMENT INSTRUCTIONS**

Contractor is authorized to submit the invoice when they finish the service or complete delivery for materials.

Invoices shall be sent no later than five (5) days after the end of the performance period, please indicate that on the invoice is for a full payment.

Sign, scan and send the invoice and DD250 to the Security Cooperation Office (SCO) - Att: Payment Office at following e-mail address:

**southcom.bogota.sco-col.mbx.facturas@mail.mil**

**INSTRUCCIONES DE PAGO**

El proveedor está autorizado a someter factura después de finalizar el servicio o la entrega del material

Las facturas deben ser enviadas a mas tardar a los cinco (5) dias de terminar el servicio o entrega indicando que es pago parcial o final.

Firme, escanee y envíe la factura y la forma DD250 a la Oficina de Seguridad y Cooperacion (SCO) - Att: Oficina de Pago al siguiente e-mail:

**southcom.bogota.sco-col.mbx.facturas@mail.mil**