

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER
0011357062

PAGE 1 OF 45

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W913FT19Q0021	6. SOLICITATION ISSUE DATE 12-Jun-2019
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME ROSALBA MATEUS	b. TELEPHONE NUMBER (No Collect Calls) (11571) 275 2552	8. OFFER DUE DATE/LOCAL TIME 09:00 AM 17 Jun 2019
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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: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB 8(A) NAICS: 485320 SIZE STANDARD: \$15,000,000
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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
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO HQ ARMY SOUTH ERNY ANTONIO REYES (TONY) MILITAR BASE TOLEMAIDA TEL: FAX:	CODE W81XG9	16. ADMINISTERED BY	CODE
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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
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<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
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<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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:	31c. DATE SIGNED
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

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	One (1) LAV with driver 12 Hours FFP One (1) LAV with driver 12 Hours as stated in the PWS. FOB: Destination PURCHASE REQUEST NUMBER: 0011357062 PSC CD: V212	2	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel Charges FFP Travel cost including lodging and per diem IAW Par 5 Para 5.15 of the Performance Work Statement. This is a Not-to-Exceed (NTE) line item. Contractor shall bill only actual cost incurred. Contractor shall obtain GR approval prior to travel. Charges against this CLIN without prior GR authorization shall not be reimbursed. Contractor shall notify the contracting officer when 75% of the NTE amount has been expended. Contractor shall not incur cost over the Not-to-Exceed amount. Contractor shall submit back-up documentation of cost incurred against this CLIN. For travel within 12 hours per diem or meals is not authorized and is not reimbursable IAW Par U4510 for JTR Travel Regulations. Do not price this CLIN. This cost will be excluded from price evaluation. FOB: Destination PURCHASE REQUEST NUMBER: 0011357062 PSC CD: V212	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CMR - Contractor manpower Reporting COST IAW Part 5 Para 5.15 of the PWS.		Job		
	FOB: Destination PSC CD: V212				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	DBA - Worker's Compensation Insurance COST The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Agent/Broker's invoice submitted by the offeror after contract award. In the event of recalculation of the premium by the Insurance Carrier based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect actual premium amounts paid.		Job		
	For more information, see FAR clause 52.228-3, Worker's Compensation Insurance.				
	Do not price this CLIN. This cost will be excluded from price evaluation. FOB: Destination PSC CD: V212				
				ESTIMATED COST	

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 24-JUN-2019 TO 24-AUG-2019	N/A	HQ ARMY SOUTH ERNY ANTONIO REYES (TONY) MILITAR BASE TOLEMAIDA FOB: Destination	W81XG9
0002	POP 24-JUN-2019 TO 24-AUG-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81XG9
0003	POP 24-JUN-2019 TO 24-AUG-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81XG9
0004	POP 24-JUN-2019 TO 24-AUG-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81XG9

PERFORMANCE WORK STATEMENT

**United States Army South (ARSOUTH)
Exercise Together Forward 2019 (ETF 19)
Performance Work Statement (PWS)
Light Armored Vehicle with Driver
Part 1**

General Information

1. **GENERAL:** This is a non-personal services contract to provide one (1) Light Armored Vehicle (LAV) with driver and maintenance services. The Government shall 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 all resources necessary to provide LAV drivers, operations management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance and any other associated equipment and personnel to provide transportation services in support of U.S. personnel in Colombia.

1.2 **Background:** Force Protection requires the Security Cooperation Office (SCO), to travel in and around Bogota in a Light Armored Vehicle with driver when provide unified operational support.

1.3 **Objectives:** The purpose of this requirement is to provide one (1) light armored vehicle services with drivers to support an upcoming training exercise in Tolemaida, Colombia.

1.4 Scope: Light Armored Vehicle services include drivers, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, maintenance and any other associated equipment and personnel in support of personnel in around Tolemaida - Colombia.

1.5 Period of Performance: The period of performance will be from 24 June – 24 August 2019

1.6 General Information:

1.6.1 Quality Control: IAW FAR 46.202-1 Contracts for Commercial Items, when acquiring commercial items IAW FAR Part 12, the Government shall rely on contractors' existing quality assurance systems as a substitute for Government inspection and testing before tender for acceptance unless customary market practices for the commercial item being acquired include in-process inspection. Any in-process inspection by the Government shall be conducted in a manner consistent with commercial practice.

1.6.2 Quality Assurance: This requirement is being awarded using FAR Part 12 Acquisition of Commercial Items and FAR Part 13 Simplified Acquisition Procedures; therefore, no Quality Assurance Surveillance Plan (QASP) is required. The Government will rely on the contractor's assurances that the commercial supplies and/or services tendered for acceptance conform to the contract requirements. However, the Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance for each BPA call placed under this requirement.

1.6.3 Recognized Holidays: There are no recognized holidays during the performance period as service is required for 24 hours, 7 days a week during the period of performance.

1.6.4 Hours of Operation: Service will be as follows:

1.6.4.1 For 12-Hour Service: The contractor is responsible to provide and ensure that contractor personnel are on duty to accept and respond to service calls 12 hours a day, 7 days a week during the period of performance.

NOTE: Individual drivers shall not work more than 12 hours a day or 60 hours in a seven day period including breaks. The contractor is responsible to provide sufficient drivers to comply with Colombian Labor Laws.

1.6.5 Place of Performance: The work to be performed under this contract will be performed in and around Cali, Colombia.

1.6.6 Type of Contract: The government will award a Firm Fixed Price contract 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 U.S. Government Force Protection Condition (FPCON) at any individual installation change, the Government may require changes in contractor security matters or process in accordance with DoD 2000.16 VOL II. 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 GR when access to the facility is required. The GR 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

1.6.7.4.1 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: 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 GR 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 GR, 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, and 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 Government Representative monitors all technical aspects of the contract and assists in contract administration. The GR is authorized to perform the following functions: assure that 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 Contracting Officer 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 Contractor shall provide a manager who shall be responsible for the performance of the work. The name of this person and an 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 during hours

specified in the contract. The manager and alternate must be able to speak enough conversational English to be able to communicate effectively with Government personnel.

1.6.11 Special Qualifications or Certifications: The Contractor shall provide licensed drivers with current local driver's licenses, the certificate for the Defensive driving training IAW local laws (School approved by Supervigilancia) and the requirements in the PWS.

1.6.11.1 IA/IT Training Certification (As determined by AT/OPSEC Review): N/A

1.6.11.2 All drivers shall carry working cellular phones, with a minimum of 100 active minutes. The Contractor shall provide a list of all cell phone numbers the Regional Security Office (RSO) GR five (5) days after the contract is issued. Additionally, the Contractor shall ensure that all drivers are provided the cell phone numbers for the GR and 24-Hour Emergency POC.

1.6.11.3 Alcoholic beverages, prescription drugs, or other impairing drugs shall not be consumed eight hours prior to the beginning of a shift. The use of these substances by Contractor personnel while on duty is strictly prohibited. The use of illegal drugs or substances by Contractor personnel is also strictly prohibited. The Contractor shall immediately remove and replace employees who appear to be under the influence of alcoholic beverages or prohibited substances.

1.6.11.4 The Contractor shall ensure compliance with the Colombian labor laws limiting the number of hours an individual employee may work in a given day/week. Replacement or relief drivers shall be made available for those instances when operational requirements mandate the availability of the vehicle service for longer periods than can be legally accommodated by one driver.

1.6.11.5 Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contracted personnel and display distinguishing badges or other visible identification for meetings with Government personnel. In addition, contracted personnel shall appropriately identify themselves as contractor's during telephone conversations and in formal and informal written correspondence.

1.6.12 Identification of Contractor Employees: N/A

1.6.12.1 Badging of Contractor Employees: If required by the Government, contract personnel and all associated sub-contractors employees accessing U.S. facilities or activities, shall present a valid picture ID provided by the Government while accessing Government owned or contracted facilities and shall adhere to facility security policies and restrictions. If applicable, Government issued access badges will not be worn outside designated facility where visible to the general public. Contractor personnel shall return all U.S. Government issued identification to appropriate U.S. Government authorities within 5 days of the end of their contractual duties.

1.6.13 Contractor Travel: Travel to various locations within Colombia may be required during the performance of this contract. Projected travel locations is Bogota. Contractor is not authorized to travel outside of the locations mentioned above. If travel other locations is required, the contractor shall obtain approval from the GR prior to travel. Travel cost including lodging and per diem shall be reimbursed for actual cost incurred not to exceed the Travel Regulation (JTR) rate. Contractor shall submit back-up documentation of cost incurred against this CLIN. Charges against the Travel CLIN without prior COR authorization shall not be reimbursed. Contractor shall notify the contracting officer when 75% of the NTE amount has been expended. Contractor shall not incur cost over the Not-to-Exceed amount. For travel within 12 hours per diem or meals is not authorized and is not reimbursable IAW Federal Travel Regulation (FTR) Chapter 301 part 301-11.2.

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(IA): N/A

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): N/A

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)/Information Technology (IT) Training: N/A

1.6.19.4 Threat Awareness Reporting Program (TARP Training): N/A

1.6.19.5 IWATCH Training: N/A

1.6.19.6 OPSEC Training: N/A

1.6.20 Overseas Training Requirements: N/A

1.6.20.1 Antiterrorism (AT) Awareness Training for Contractor Personnel Traveling: N/A

1.6.20.2 SERE Training: N/A

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: N/A

1.6.21.2 Vetting: The Contractor Company and all associated sub-contractor companies, must have been vetted by the U.S. 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 U.S. Embassy in the country of performance. Vetting will be coordinated through the U.S. Embassy's DOD Security Cooperation Office in the country of performance. If during any previous vetting process in other countries, the company was barred from performing services for the Government that 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.

1.6.22 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.

1.6.23 Deoxyribonucleic Acid (DNA) Samples: N/A

1.6.24 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.

1.6.24.1 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, etc.) 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

1. **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. National Institute of Justice (NIJ): Organization in charge of Standards for Armored Vehicles

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

ARL	Administradora de Riesgos Laborales
CRC	Certificado Aptitud Fisica / Physical Fitness and Mental Coordination Certificate
GR	Government Representative
EPS	Empresa Promotora de Salud / Health Entity
GO	Government Organizations
KO	Contracting Officer
NIJ	National Institute of Justice
NGO	Non-Government Organizations
ODC	Other Direct Cost
OSHA	Occupational Safety and Health Administration
OPSEC	Operation Security
OCI	Organizational Conflict of Interest
PIPO	Phase in/Phase Out
PWS	Performance Work Statement
PM	Project Manager
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
RA	Requiring Activity
RSO	Regional Security Office
SOP	Standard Operating Procedures
SOAT	Seguro Obligatorio
U.S.	United States
TCN	Third Country National
TE	Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services (*Insert if applicable*): N/A

3.1 Services (*Insert for GTMO only*): N/A

3.2 Facilities (*Insert if applicable*): N/A

3.2 Facilities (*Insert for GTMO only*): N/A

3.3 Utilities (*Insert if applicable*): N/A

3.3 Utilities (*Insert for GTMO only*): N/A

3.4 Equipment (*Insert if applicable*): N/A

3.4.1 For all issued GFP for this contract, the contractor shall submit a property management plan [*insert when it shall be delivered*] to [*state to whom*] that addresses the requirements as listed in FAR Clause 52.245-1, Government Property. Contractor shall ensure GFP is maintained IAW AR 735-5, Policies and Procedures for Property Accountability, in addition to the aforementioned clause. N/A

3.5 Materials (*Insert if applicable*): N/A

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The contractor shall provide all resources necessary to include but not limited to management, supervision, personnel/drivers, training, equipment, materials, supplies, fuel, repair parts, maintenance, insurance and any other equipment needed.

4.2 Secret Facility Clearance: N/A

4.3 Materials: Spare tire, toolbox, highway reflective markers.

4.3.1 Spare Tire: Operational Spare tire with a hard rubber inserts in a run-flat tire, not steel

4.3.2 Toolbox: It must include screwdrivers and adjustable wrench

4.3.3 A jack with capacity to support the vehicle

4.3.4 A first aid kit

4.3.5 An operational fire extinguisher

4.3.7 Two (2) blocks to lock the vehicle

4.3.8 An operational flashlight

4.3.9 Two (2) functional reflective warning triangles

4.4 Equipment:

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 GR. 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 one (1) Light Armored Vehicle with drivers and maintenance and upkeep of the vehicles.

5.2 Vehicle Specifications: The contractor shall provide the following specifications for the Light Armored Vehicle.

5.2.1 The Contractor shall provide armored vehicles that provide 360 degree protection in accordance with the National Institute of Justice, Ballistic Resistant Protective Materials, and NIJ Standard 0108.01 Level IIIA. All armoring must meet this standard. Independent ballistic testing of armoring material will be provided as part of the vendor's proposal. The armoring will include 360 degree armoring that ensures the vehicle's interior passenger compartment; including roof and floor are protected. The 360 degree armoring must also provide 100% protection of the vehicle's critical mechanical, hydraulic and electrical components, and the vehicular management systems. Contractor shall be required to provide compliance documentation for all armored vehicles. See website <https://www.justnet.org/pdf/0108.01.pdf> for complete details.

5.2.2 All vehicles shall be at least the model year 2016 or newer at the time of contract award. Vehicles must be in operational/functional excellent running condition in accordance with the Original Equipment manufacturers manual.

5.2.3 Tires shall have hard rubber inserts in the run-flat tires, not steel. Radiators shall have a bullet guard in front. Bullet-proof protection for the engine compartment and radiator shall be installed. The Fuel Tank shall be armored. Armored windows shall be one composite piece of glass.

5.2.4 Vehicle Type:

One (1) Light Armored Vehicle (LAV) SERVICES – Includes driver, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, maintenance and any other associated equipment and personnel, 24 hours a day, 7 days a week during the period of performance with the following minimum specification/ characteristics

SUV Mid-Size

Model 2016 or newer

No. of Seats/Passenger Capacity

Seven (7)

No. of Doors
hinged

Five (5) Trunk door may be top-hinged or side-

Fuel Engine

Gasoline and/or diesel

Engine Cylinder

3,900 cc or larger if it is gasoline and 2,800 cc or

larger if it is diesel.

NOTE: If the documents do not show any of the above specifications, vendors shall certify that the vehicles proposed comply with and meet the above specifications. This certification shall be in the company letterhead and signed by an authorized representative of the company

5.3 Vehicle Registration: Compliance with Colombian Supervigilancia: Colombian law requires that all companies either leasing or owning armored vehicles shall be registered with the *Supervigilancia* and that each individual vehicle also be so registered. Vehicles used to support this requirement shall be owned and registered in the name of the company that leases or owns that vehicle. Each vehicle shall be insured to the limits required by law in the name of the vehicle's owner.

The contractor shall provide proof of vehicle registration, ownership and insurance for each vehicle with their proposal.

5.4 Vehicle Insurance: Contractor shall provide full insurance coverage for all vehicles IAW Colombian laws and regulations. Each vehicle shall be insured to the limits required by law in the name of the company/offeror.

5.5 Safety Maintenance: The contractor shall comply with all local safety requirements to protect all persons from harm and U.S. Government property from damage. All vehicles shall meet all Colombian safety requirements and have, as a minimum, the following safety features working: rear and front lights, rear view mirrors, windshield wipers, parking brake, horn, seat belts and side view mirrors. Both the vehicle exterior and interior shall be free of excessive soil, rust and damage that might affect the operating condition of the vehicle. Contractor shall maintain vehicles in good operating condition in accordance with the Original Equipment manufacture's manual at all times. See Law 769, 2002 Colombian National Transit Laws.

5.5.1 Contractor shall provide a vehicle replacement during maintenance periods with same specifications in PWS

5.5.2 Contractor shall be notify the GR in advance for the schedule maintenance for the vehicles.

5.6 Vehicle Damage: The Contractor is responsible for all damages to the vehicle, including wear and tear. However, in the case of documented damage to the vehicle as a result of hostilities against an authorized US Government occupant, the Contractor may request compensation from the US Government.

5.7 Employee Training: The Contractor shall be responsible for training employees on the proper use of armored and non-armored vehicles, defensive, offensive, safety and security driving techniques, evasive driving tactics, and the speed limit of vehicles on US Embassy and military installations and other safety regulations as applicable. All drivers shall be trained in performance of Preventive Maintenance Checks and Services (PMCS) on all vehicles in the Contractor's fleet. The Contractor shall conduct all training prior to beginning performance under this agreement and conduct annual training prior to the exercise of any options. Contractor shall maintain a record of driver training conducted and make the records available for GR inspection.

5.8 Response Time: The Contractor shall respond to all service requests within 60 minutes. In the event of an accident or a vehicle breaks down, the Contractor shall provide a replacement vehicle that conforms to all contract requirements and specifications; vehicle must be available for inspection with documents listed in PWS 5.12.

5.9 Service Calls: The Contractor shall establish procedures that will provide the Government caller with a service "Control Number" for verification of date/time that service was requested.

5.10 Subcontracting: Subcontracting is NOT authorized under this agreement. The vehicles provided for support of this requirement shall be owned by and the drivers' employees the Contractor.

5.11 Vehicle Subtractions: The Government reserves the right to reduce number of vehicles provided during the period specified in the contract. If this occurs, a minimum 15-day notification will be provided to the contractor. Cost under the contract will be reduced accordingly based on the pro-rated vehicle price.

5.12 Vehicle Inspection: Vehicles shall be inspected before each performance period. The GR and contractor shall make a determination of when inspection will be conducted. The contractor will provide to the GR an inspection checklist to use for the inspection. Once inspection is completed, a copy of the inspection will be provided to the GR and contractor no later than 1 hour after inspection.

5.12.1 The contractor shall remove any part of the vehicle if necessary, during vehicle inspection. The Government inspector shall not remove any vehicle part.

5.12.2 Vehicles that do not pass inspection shall be immediately replaced and shall be re-inspected prior to vehicle use. If the contractor cannot provide vehicles that pass inspection, the contract may be terminated for non-performance.

5.12.3 Vehicles shall be inspected prior to use when vehicle are replaced with another vehicle.

5.12.4 Contractor must retain/file all inspection results.

5.13 Documents Required for Vehicle Inspection: The contractor shall comply with the American Embassy Bogota Mission Policy No. 2010-001 Paragraph 9 only. The contractor shall provide hard copies to the COR of the following documents/information at vehicle inspection:

- a. License provided by the superintendence for the rental of armored vehicles (Requested by Supervigilancia - Colombian Law)
- b. Armored vehicle permit (Requested by Supervigilancia - Colombian Law)
- c. Automobile insurance (Seguro Obligatorio para Vehiculos) SOAT (Requested by Ministerio de Transporte - Colombian Law)
- d. Liability Insurance (Requested by the Embassy Mission Policy No 2010-001 Summary of Motor Vehicles Safety Management)
- e. Proof of ownership (Requested by Ministerio de Transporte - Colombian Law)
- f. Maintenance program
 1. Vehicle manufacturer, year, make, model, size, and type
 2. Vehicle chassis VIN number, license plate number, and vehicle number
 3. A checklist of major vehicle components requiring scheduled maintenance or service— component list.
 4. Annual safety inspections—either as a separate line item or identified in a line item with an interval that meets the requirement of annual inspection (the safety components inspected should be identified in the checklist).
 5. Scheduled maintenance activities to be performed, identified by either date (time period), odometer reading (elapsed mileage), or number of lift cycles.
 6. Dates the scheduled maintenance or service was actually completed, including any repairs made, depending on software used.
 7. Vehicle odometer mileage at time of each maintenance or service.
 8. Warranty maintenance service performed, whether noted as part of the regular scheduled maintenance, or performed separately.
 9. POC information of person who performed the maintenance.
- g. Armor certificate (Requested by Supervigilancia that certifies armor installed on the LAV which is provide by the Armor Company)

- h. Vehicle tax return
- i. The contractor shall provide an English summary of all Spanish documents submitted to the government.

5.14 Documents Required for Drivers Inspection: The assigned driver to the vehicle shall provide a hard copy of the following documents for the inspection prior to driving for the Security Cooperation Office (SCO) to the GR.

Below requirements are required by the American Embassy Bogota Mission Policy No. 2010-001 Summary of Motor Vehicles Safety Management.

- a. Copy of current driver's license, category C2. IAW (Colombian National Transit Laws) Codigo Nacional de Transito Law 769, 2011. Drivers with license category C2 can drive cars, SUVs, and bus
- b. Copy of the Physical Fitness and Mental Coordination Certificate CRC (Certificado de aptitud fisica mental y de coordinacion motriz)
- c. Copies of any and all driving related training certifications (Defensive driver's training certificate)
- d. Copy of Health Insurance Policy / Health Entity EPS (Empresa Promotora de Salud)
- e. Copy of Work Connected Injuries Policy ARL (Administradora de Riesgos Laborales)
- f. The contractor shall provide an English summary of all Spanish documents submitted to the Government.

5.15 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 **Tolemaida / Bogota Army South Mission** 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 "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted 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 2013. Contractors may direct questions to the help desk by clicking on "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".

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
- 6.1.14 National Institute of Justice, Ballistic Resistant Protective Materials, NIJ Standard 0108.01, and Level III IAW NIJ-0108.01.
- 6.1.15 Law 356 of 1994 Supervigilancia Regulation for Armored Vehicles
- 6.1.16 Law 769 of 2011 (Colombian National Transit Laws)Codigo Nacional de Transito
- 6.1.17 American Embassy Bogota Mission Policy No. 2010-001 – Summary of Motor Vehicles Safety Management.

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

7.2. Attachment 2/Technical Exhibit 2 Documents Required for Vehicle and Driver Inspection

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 REQUIREMENTS SUMMARY

Performance Objective	Standard	Performance Threshold (This is the maximum error rate. It could possibly be "Zero deviation from standard")	Method of Surveillance	% Deduction from monthly invoice for not meeting Performance Standards
1. Combating Trafficking in Persons FAR 52.222-50 c	The Contractor shall Notify its employees of a. The United States Government's zero tolerance policy described in paragraph (b) of this clause 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	100% Compliance	100% GR Validation	5% of CLINS total monthly price will be deducted
2. Contracting Manpower Reporting (Para 5.15)	The Contractor shall completely fill in all the information in the format using the following web address https://cmra.army.mil . 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.	100% Compliance	100% GR Validation	5% of CLINS total monthly price will be deducted
PRS#1 Driver cell phones (Para 1.6.11.2)	Contractor shall provide each driver with a working cell phone with 100 active minutes.	100% compliance required	GR Surveillance; Periodic inspection; Customer input	5% of CLINS total monthly price will be deducted
PRS#2 Compliance with Colombian safety standards (Para 5.5)	Contractor shall provide vehicles which meet all Colombian safety requirements and have, as a minimum, the following safety features: rear and front lights, rearview mirrors, operating windshield	100% compliance required	GR Surveillance; Periodic inspection; Customer input	5% of CLINS total monthly price will be deducted

	wipers, functional parking brake, seat belts and side view mirrors			
PRS#3 Response Time (Para 5.8)	The armored vehicle services will be provided to US Government personnel in accordance with schedules provided by the Government Representative (GR) after award. The Contractor shall respond to all service requests within 60 minutes. In the case of an accident, or a vehicle breaking down, the Contractor shall provide a replacement within 30 minutes.	100% compliance required	GR Surveillance; Periodic inspection; Customer input	5% of CLINS total monthly price will be deducted
PRS#4 Vehicle Inspection (Para 5.13)				
PRS#5 Drivers Inspection (Para 5.14)				

7.1.2 Attachment 2 – Deliverables Schedule

DELIVERABLE	FREQUENCY	# OF COPIES	MEDIUM/FORMAT	SUBMIT TO
CMR	Reported by 31 October of each calendar year. If contract period of performance ends prior to September 30, the contractor has 30 days from end date of the contract.	1	Fill form and submit to website.	GR
Cellphones for Drivers	Report every month	1	E-mail or hard copy	GR
Safety Standards	Report every month	1	E-mail or hard copy	GR
Response Time for accidents or damage	Report within 60 minutes.	1	E-mail	GR
Vehicle Inspection Documents	Before award of the contract.	1	Hard Copy	GR
Drivers Inspection Documents	After award of the contract.	1	Hard Copy	GR

ATTACHMENT 3
Deliverables Schedule

DATE Delivery	Date Drop Off	UNIT/Location	SUV	Rental Months	Remarks
26-Jun-19	24-Aug-19	Centro Nacional de Entrenamiento (CENAE)	1	2	Light Armor Vehicle with 12 Hour Driver

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.212-1	Instructions to Offerors--Commercial Items	OCT 2018
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (OCT 2018) Alternate I	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
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
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-8	Liability and Insurance - Leased Motor Vehicles	MAY 1999
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
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
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
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
252.232-7008	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

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors 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 the specifications stated in Par 5.2.4. Part 5 of the PWS.

b. Sub-Factor 2 Vehicle Registration

The vendor's offer will be evaluated to determine if the offeror complied with Supervigilancia Registration for each vehicle as stated in Par 5.3 Part 5 of the PWS.

c. Sub-Factor 3 Vehicle Insurance

The vendor's offer will be evaluated to determine if the offeror complied with vehicle insurance requirements as stated in Par 5.4 Part 5 of the PWS.

d. Sub-Factor 4 Armoring Certificate and Independent Ballistics Testing Certificate

The vendor's offer will be evaluated to determine if the offeror complied with vehicle armoring and independent ballistic certificates as stated in Par 5.2.1. Part 5 of the PWS.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2019)

(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 2018) (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 (Oct 2018) (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 (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (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 (Aug 2018) 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—Subcontracting 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)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ___ (ii) Alternate I (Feb 1999) of 52.222-26.
- ___ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).
- ___ (ii) Alternate I (July 2014) of 52.222-35.
- ___ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ___ (ii) Alternate I (July 2014) of 52.222-36.
- ___ (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 (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 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 (Jun 2016) (E.O. 13693).
- ___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 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®-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 (Jun 2016) (E.O. 13693).
- ___ (44) 52.223-21, Foams (Jun 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 (AUG 2018) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (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)).

____ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

 X (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)(13)).

____ (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.

____ (iii) Alternate II (Feb 2006) 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 (AUG 2018) (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) (AUG 2018) (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).

(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 (Oct 2018) (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 (Sep 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 (Aug 2018), (41 U.S.C. chapter 67).

(xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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 \$2900 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)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

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. 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.

(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)

252.229-7001 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 (1.9%)

(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)

PAYMENT INSTRUCTIONS**PAYMENT INSTRUCTIONS****INSTRUCTIONS TO VENDOR**

All payments under this contract will be accomplished by the VISA Government Purchase Card. Payment will be made only after a complete invoice of all costs associated with this contract has been submitted to the paying official. Minimum invoice requirements are listed below:

POINT OF CONTACT:

Government POC: **Astrid Pardo**

Vendor:

Contracting POC: **Contract Specialist, Rosalba Mateus**

Phone **(57-1) 275 2552**

METHOD OF PAYMENT:

GOVERNMENT PAYMENT CARD – VISA

INFORMATION FOR THE VENDOR:**Please submit the original invoice to:**

Rosalba Mateus

RCO Bogota, Colombia

Atn: Rosalba Mateus

Rosalba.mateussandoval.fn@mail.mil

The following items are required to be provided on the invoice:

- Name and address of contractor
- Invoice date and invoice number
- Contract Number – include purchase order and contract line item number(s)

