

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 29
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 17-Feb-2021	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP UNIT 5130 APO AA 34038-5130	CODE W913FT	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. W913FT21R0001
				X	9B. DATED (SEE ITEM 11) 21-Jan-2021
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This amendment is issued for the following reasons: 1. Answer questions from some prospective vendors. 2. Change specifications in the vehicles (Reference Para 5.3.4, Cylinder Engine) 3. Changes to Evaluation Sub-factor 5 (Vehicle Pro-inspection) 4. Closing time to submit questions Thursday 18 February 2021 at 9:00 AM (Bogota) local time 5. All other terms and conditions remain the same.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 17-Feb-2021	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:

QUESTIONS AND ANSWERS

**Questions and Answers
Solicitation W913FT21Q0001**

Question 1: We are capable to provide new vehicles w/0 km once awarded contract once the contract is awarded in sixty days after notification....it is possible? At this time there is no availability in the market for this kind of vehicles.....

Answer 1: Vehicles must be available upon submission of the solicitation. Documentation and inspection is required before each period of performance.

Questions 2: Subcontracting: Subcontracting is NOT authorized under this agreement. The vehicles provided for support of this requirement shall be owned by and the drivers' employees of the Contractor.

So the Contractor must legally own the Cars? Can they be leased? or Rented?

Answer 2: Subcontracting is NOT authorized.

Question 3: How we can fill out following blocks, Block 17 A is referenced to CAGE Code and what about Facility Code?

Answer 3: Block 17A is CAGE Code, don't fill out Facility Code.

Question 4: What is Unit Price?

Answer 4: Aggregate the quantity of vehicles as written in the extended description, priced per month. Multiply the above amount by twelve months, which will provide the extended/evaluated price.

Question 5: PWS vehicle technical specifications, the solicitation requests SUVs with a minimum diesel engine of 2,900 cc / 170 HP. However, the 2021 Toyota Prado SUV has a new 2,755 cc / 201HP diesel engine.

Answer 5: Changes included in the amendment; to include 2,755 cc in the specifications

The following have been modified:

ADDENDUM TO FAR 52.212-2

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

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available."

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

1. Price
2. Technical Acceptability

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

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

a. Sub-Factor 1 Vehicle Specifications

The vendor's offer will be evaluated to determine if the offeror provided the specifications stated in Par 5.3.4 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 5.4 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 5.5 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 5.3.1. Part 5 of the PWS.

e. Sub-Factor 5 Vehicles Pre-inspection - PWS Part 5 Par 5.13 through Par 5.14

Vehicles will be inspected prior to contract award. These inspections will occur ONLY after the offeror has been determined technically acceptable as a result of being evaluated in accordance with FAR 52.212-2 and its addendum. All vehicles included in the offer shall pass inspection. If one vehicle does not pass inspection, the offer will not be considered for contract award.

(b) Options. The Government will evaluate quotations by adding the total price for all options to the total price. e for the basic requirement. The Government may determine that a quotation is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). This addendum replaces provision FAR 52.212-2 in its entirety.

(c) As part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the Offeror's final option period price to the Offeror's total price. Thus, the

Offeror's total price for the purpose of evaluation will include the base period, first option, second option, third option, fourth option and one-half of the fourth option. Offerors are required only to price the base and four options. Offerors shall not submit a price for the potential one-half year extension of services period.

(d) If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States Dollars at a rate at the official US treasury rate in effect on the date the solicitation closes. <https://fiscal.treasury.gov/reports-statements/treasury-reporting-rates-exchange/current.html>

PERFORMANCE WORK STATEMENT

Light Armored Vehicle (LAV) Services for SOCSOUTH Mission 9 November 2020

Part 1

General Information

1. **GENERAL:** This is a non-personal services contract to provide fifteen (15) Light Armored Vehicles (LAV) services in Bogota, Colombia. 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 the fifteen (15) Light Armored Vehicles (LAV) services contract to satisfy requirements listed in the Performance Work Statement (PWS). As part of service the Contractor shall also provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary, except for those items specified as government furnished property (GFP) and government furnished services (GFS). The contractor shall perform to the standards in this contract.

1.2 Background: Special Operations Command South (SOCSOUTH) personnel have missions in Colombia. While performing those missions, the personnel assigned in Bogota, Colombia require transportation in Light Armored Vehicles.

1.3 Objectives: The purpose of this requirement is to provide fifteen (15) light armored vehicles services for current operations in Bogota, Colombia as described in the PWS.

1.4 Scope: The scope of work includes the development and implementation of the aforementioned. Specifically, the Contractor shall provide all materials to meet contract requirements for Government review and comment. As part of this service, the Contractor shall also provide drivers, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, maintenance and any other associated equipment and personnel to accomplish the tasks for the LAVs in Bogota, Colombia.

1.5 Period of Performance: The period of performance will be for one (1) Base period of 12 months and four (4) 12-month option periods. The Period of Performance reads as follows:

Base Year	01 April 2021 – 31 March 2022
Option Year I	01 April 2022 – 31 March 2023
Option Year II	01 April 2023 – 31 March 2024
Option Year III	01 April 2024 – 31 March 2025
Option Year IV	01 April 2025 – 31 March 2026

1.6 General Information:

1.6.1 Quality Control Plan (QCP) (If applicable): The Contractor shall have a quality control process to ensure all work described in this PWS is performed at or above the standard defined in the Performance Requirements Summary (PRS) and that identifies and corrects potential and actual problem areas throughout the entire scope of the contract. The process shall include clear procedures to identify and prevent recurrence of defective services and shall contain specific surveillance techniques for contracted services. The Government reserves the right to review the contractor's quality control process, if deemed necessary

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

1.6.1.2 The Quality Control Plan shall address as a minimum:

1.6.1.2.1 Inspection Program. Included shall be a quality control inspection program covering all general and specific tasks included in the contract scope of work. It shall specify tasks or areas to be inspected on a scheduled or unscheduled basis, the manner in which inspections are to be conducted, the titles of the individuals who will perform the inspections, and the percentage of the work that will be inspected on a recurring basis. In developing this inspection program, the Contractor shall identify the key activities and associated characteristics in each process that have a significant influence on specific services and provide for methods for evaluation of the selected characteristics.

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

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

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

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

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

1.6.2 Operations Security (OPSEC) SOP/Plan Requirements: The Contractor shall implement and maintain an OPSEC program for preventing the disclosure of critical information or sensitive information which could jeopardize the Government's ability to execute its mission or to adequately protect its personnel and/or equipment. The Contractor shall develop an OPSEC Standing Operating Procedure (SOP)/plan within 90 calendar days of contract award to the Contracting Officer Representative (COR) or Contracting Officer (KO) to be reviewed and approved by the Government OPSEC Officer on the supporting installation. The SOP must contain a training plan that includes an initial OPSEC brief, continuous awareness, and annual OPSEC training. Awareness/training includes, but not limited to information disclosure via letters, conversations, photographs, resumes, electronic mail (e-mail), Social media/networking sites, dissemination of information and documents disposal. OPSEC Program shall fully comply with the provisions of AR 530-1, Operations Security.

1.6.3 Quality Assurance (QA): The government shall evaluate the contractor's performance under this contract in accordance with (IAW) the Quality Assurance Surveillance Plan. This plan is primarily focused on what the

Government must do to ensure that the contractor has performed IAW the performance standards and contract quality requirements are met. Contract quality requirements” means the technical requirements in the contract relating to the quality of the product or service and those contract clauses prescribing inspection, and other quality controls incumbent on the contractor, to ensure the product or service conforms to the contractual requirements. It defines how the performance standards will be applied, the frequency of surveillance, the performance threshold, and deductions, if applicable.

1.6.4 Recognized Holidays: the Contractor is required to perform the services in Bogota, Colombia.

New Year’s Day	Labor Day
Martin Luther King Jr.’s Birthday	Columbus Day
President’s Day	Veteran’s Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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

1.6.5 Hours of Operation: Service will be as follows:

1.6.5.1 For 12 Hour’s Service: The contractor is responsible to provide and ensure that contractor personnel are on duty to accept and respond to service calls from 07:00 hours to 21:00 hours, 7 days a week, 365 days a year.

1.6.5.2 For 24 Hour’s Service: The contractor is responsible to provide and ensure that contractor personnel are on duty to accept and respond to service calls 24 hours a day, 7 days a week, 365 days a year.

NOTE: Individual drivers shall not work more than twelve (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 Colombia Labor Laws.

1.6.5.3 Driver Schedule and Breaks: Drivers shall not work more than 12 hours a day including breaks. If more hours are needed, the driver shall be switched with one that has had at least a 12-hour break. Breaks for lunch and dinner will be programmed into the work schedule.

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

1.6.7 Type of Contract: The government shall award a Firm Fixed Price (FFP) contract.

1.6.8 Access and General Protection Policy and Procedures:

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

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

1.6.8.3 Escorts: N/A

1.6.8.4 Personnel Security Clearance Requirements: N/A

1.6.8.4.1 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.

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

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

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

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

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

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

Traffic violations, other than parking, will be reported to the KO or COR.

1.6.8.5.2 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.

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

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

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

1.6.8.6.1.1 Federal Installation/Facility Access: N/A

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

1.6.8.7 Employment Eligibility: N/A

1.6.8.8 Access to Government Information Systems: N/A

1.6.8.9 Key Control; N/A

1.6.8.10 Lock Combinations: N/A

1.6.9 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, COR, 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.

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

1.6.11 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.

1.6.12 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.

1.6.12.1 IA/IT Training Certification: N/A

1.6.11.2 All drivers shall carry working cellular phones, with active minutes. The Contractor shall provide a list of all cell phone number the Regional Security Office (RSO) COR five (5) days after the contract is issued. Additionally, the Contractor shall ensure that all drivers are provided the cell phone numbers for the COR 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.

1.6.13 Identification of Contractor Employees: Contractor employees shall identify themselves as Contractor personnel and shall avoid representing themselves as Government employees. This identification includes meeting attendance, answering Government telephones, email communications, and working in other situations where Contractor status is not obvious. Contractor personnel identification shall be easily identifiable through the display of badges, name tags, lanyards, etc.

1.6.13.1 Badging of Contractor Employees: If required by the Government, contract personnel and all associated subcontractors 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 day of the end of their contractual duties.

1.6.13.2 Uniform: The Contractor shall provide a standard uniform for all Contractor and subcontractor employees performing services under this contract, and ensure they wear the uniform during appointed duty hours. The uniform may consist of the same type and color shirt and slacks for all workers. Company logo is optional.

1.6.14 Contractor Travel: Travel to various locations within Colombia may be required during the performance of this contract. Projected travel locations are Sibate, Tolemaida, Espinal, Ibague, Cali, Sumapaz, Sogamoso, Facatativa, Arauca, Buenaventura, Florencia, Larandia, La Macarena, Apiay, Medellin, Villavicencio, Choco, Tumaco, La Dorada Caldas, Cartagena, Pijaos, Popayan, Pasto, Santa Marta, Tulua, Choco, Barranquilla, Bucaramanga, Melgar, Espinal, Zipaquirá, Facatativa, Soacha, Cesar, la Guajira, Sucre, Cartagena, Boyaca, Norte

de Santander, Nordeste Antioqueño, Nariño, Valle del Cauca, Caldas, Quindio, Risaralda, Popayan, Meta, Guaviare, Vaupes, Villavicencio, Huila, Tolima, Amazonas, Caqueta, Putumayo, Cordoba, Casanare, Vichada, Guainia, Cubara, Pisba, Paya, Labranza Grande, Pajarito, Yopal, Tumaco and Puerto Leguizamo. 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 POC 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 or KO authorization shall not be reimbursed. Contractor shall notify the contracting officer when 75% of the Not to Exceed (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.

1.6.15 Other Direct Costs (ODC): N/A

1.6.16 Data Rights: N/A

1.6.17 Non-Disclosure Requirements: 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.

1.6.17.1 Non-Disclosure Statements: The Contractor shall provide signed non-disclosure agreements to the Government prior to commencement of work under the contract. Disclosure of information by Contractor personnel may result in Contractor personnel removal from performance of duties under this contract.

1.6.17.2 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.

1.6.17. Information Assurance: N/A

1.6.18 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.

1.6.19 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.

1.6.20 General Training Requirements:

1.6.20.1 Anti-Terrorism (AT) Level I Training:N/A

1.6.20.2 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.

1.6.20.3 Information Assurance (IA) Training: N/A

1.6.20.4 Information Assurance (IA)/Information Technology (IT) Training: N/A

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

1.6.20.6 iWATCH Training: N/A

1.6.20.7 OPSEC Training: N/A

1.6.21 Overseas Training Requirements: N/A

1.6.21.1 Antiterrorism (AT) Awareness Training for Contractor Personnel Travelin: N/A

1.6.21.2 SERE Training: N/A

1.6.22 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 COR 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.

1.6.22.1 Theater and Country Clearance Requirements: N/A

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

1.6.22.2.1 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.

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

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

1.6.22.5 Deoxyribonucleic Acid (DNA) Samples: N/A

1.6.22.6 Medical Travel Requirement: N/A

1.6.23 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) TCNLN 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.

1.6.23.1 The COR or KO will approve all employees in the SPOT database and a Letter of Authorization (LOA) is generated to the Contractor on each employee. The signed LOA is required prior to travel to, from, or within the USSOUTHCOM AOR. The LOA will identify any additional authorizations, privileges, or Government support to which Contractor personnel are entitled under this contract. The LOA will be regenerated by the Contractor upon expiration of the LOA. Changes to the status of individual personnel relating to their in-theater arrival date and their duty location, to include closing out the trip with their proper status (e.g., mission complete, wounded, ect.) shall be

annotated within the SPOT database in accordance with the timeliness established in the SPOT business rules. Information and standards for the SPOT system is posted on the U.S. Government Foreign Clearance Guide website at <https://www.fcg.pentagon.mil/fcg.cfm> for the country of employment. Access to SPOT is <https://spot.dmdc.mil>.

PART 2
DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. Definitions: Below are the definitions and acronyms used in the PWS.

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. Contracting Officer's Representative (COR). An individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Acronyms:

AFFSSIR	Armed Forces Repository of Specimen Samples
ALMS	Army Learning Management System
ANSI	American National Standards Institute
AOR	Area of Responsibility
AR	Army Regulation
ARP	Administradora de Riesgos Laborales / Work Connected Injury Policy
ATCTS	Army Training Certification Tracking System
AT	Anti-Terrorism
CAC	Common Access Card
CFR	Code of Federal Regulations
CI	Counter Intelligence
CLIN	Contract Line Item Number
CMR	Contract Manpower Reporting
CRC	Certificado Aptitud Fisica / Physical Fitness and Mental Coordination Certificate
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
DD Form 254	Department of Defense Contract Security Requirement List
DNA	Deoxyribonucleic Acid (DNA)
DOD	Department of Defense
DODD	Department of Defense Directive
DODI	Department of Defense Instruction
EPS	Empresa Promotora de Salud / Health Entity
FAR	Federal Acquisition Regulation
FHP	Force Health Protection
FCG	Foreign Clearance Guide
FN	Foreign National
FY	Fiscal Year
GFE	Government Furnished Equipment
GFP	Government Furnished Property
GFS	Government Furnished Services
GOC	Government of Colombia
IA	Information Assurance
IAW	In Accordance With
IT	Information Technology
JPAS	Joint Personnel Adjudication System

JTR	Joint Travel Regulation
KO	Contracting Officer
LAV	Light Armored Vehicle
LN	Local National
LOA	Letter of Authorization
NCIC-III	National Crime Information Center Interstate Identification Index
NIJ	National Institute of Justice
NIST	National Institute of Standards and Technology
ODC	Other Direct Costs
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OSHA	Occupational Safety and Health Administration
OPSEC	Operation Security
PIPO	Phase In/Phase Out
PM	Project Manager
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Program
RA	Requiring Activity
RSO	Regional Security Office
SOAT	Seguro Obligatorio para Vehiculos (Automotive Insurance)
SOP	Standard Operating Procedures
SPOT	Synchronized Predeployment and Operational Tracker
TCN	Third Country National
TE	Technical Exhibit
TSDB	Terrorist Screening Data Base
U.S.C.	United States Code
USSOUTHCOM	United States Southern Command

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PART 3

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

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

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

3.2 Facilities: The Government will provide the parking spaces when needed

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

3.4 Equipment: N/A

3.4.1 N/A

3.5 Materials: N/A

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

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

4.2 Facility Security Clearance: N/A

4.3. Materials: The Contractor shall provide the Light Armored Vehicles 2016 or newer and all equipment necessary to meet the requirement under this contract.

4.4. Equipment: The Contractor shall provide all equipment needed to meet the requirements under this PWS.

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

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

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

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

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

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

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

**PART 5
SPECIFIC TASKS**

5. Specific Tasks: The scope of work includes the development and implementation of the aforementioned. Specifically, the Contractor shall provide all materials to meet contract requirements for Government review and comment. As part of this service, the Contractor shall also provide drivers, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, maintenance and any other associated equipment and personnel to accomplish the tasks for the LAVs in Bogota, Colombia.

5.1. Basic Services. The Contractor shall provide fifteen (15) Light Armored Vehicles services to support Special Operations Command South Security in Bogota IAW schedule mentioned in this PWS.

5.2 Task Heading

5.2.1 Contractor shall deliver to the COR proposed work schedule and timeline for contract completion within 10 days of contract award.

5.2.2 Contractor shall conduct an initial inspection of the vehicles as mentioned in the PWS

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

5.2.4 Contractor shall notify the COR at least 30 days in advance for the scheduled maintenance of vehicles.

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

5.3.1 The Contractor shall provide the light 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. Contractor will provide the Ballistic Resistant Protective Materials and Armoring certificates at the inspection time to the COR.

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

5.3.3 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.

5.3.4 Driver Services Requirement:

<u>Vehicles 12 Hours</u>	One (1) Vehicle
Light Armored Vehicle (LAV) SERVICES – Includes drivers, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, maintenance and any other associated equipment and personnel, 12 hours a day, 7 days a week, 365 days a year with the following minimum specification/ characteristics	
Type Vehicle	SUV Mid-Size

Manufacturer's Year	2016 or newer
No. of Seats/Passenger Capacity	Seven (7)
No. of Doors	Five (5) Trunk door may be top-hinged or side-hinged
Fuel Engine	Diesel / Gasoline
Engine Cylinder	2,755 cc or larger (If is Diesel) or 3,900 cc or larger (If is Gasoline)
<u>Vehicles 24 Hours</u>	
Fourteen (14) Vehicles	
Light Armored Vehicle (LAV) SERVICES – Includes drivers, 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, 365 days a year with the following minimum specification/ characteristics	
Type Vehicle	SUV Mid-Size
Manufacturer's Year	2016 or newer
No. of Seats/Passenger Capacity	Seven (7)
No. of Doors	Five (5) Trunk door may be top-hinged or side-hinged
Fuel Engine	Diesel / Gasoline
Engine Cylinder	2,755 cc or larger (If is Diesel) or 3,900 cc or larger (If is Gasoline)
NOTE: If the documents do not show any of the above specifications, vendors must provide a separate certification for the specify specification.	

5.4 Vehicle Registration: Compliance with Colombian Supervigilancia: Colombian law requires that all companies either leasing or owning armored vehicles shall be registered with the *Supervigilancia* entity 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 proposals.

5.5 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/offoror.

5.6 Safety and 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, air bags, 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.

5.7 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.

5.8 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 COR inspection.

5.9 Response Time: The Contractor shall respond to all service calls within 60 minutes. In the case of an accident or a vehicle breaking down. 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 5.14.

5.10 Service Calls: The Contractor shall establish a report of the services requested by Government to be provided to the COR for control operations.

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

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

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

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

5.13.2 Vehicles that do not pass inspection shall be immediately replaced. If the contractor cannot provide vehicles that pass inspection, the contract may be terminated for non-performance.

5.13.3 Vehicles shall be inspected when vehicle are replaced with another vehicle.

5.13.4 Contractor must retain/file all inspection results.

5.14 Documents Required for Vehicle Inspection: The contractor shall provide a hard copy to the COR of the following documents/information at vehicle inspection:

- a. License provided by the superintendence for the armored vehicle (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. Documentation submitted to the Colombian Supervigilancia agency which certifies the armored protection and armor installation firm).
 - h. Vehicle tax return
 - i. Ballistics and Armoring Certificates
 - j. The contractor shall provide an English summary of all Spanish documents submitted to the Government.

5.15 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 SCO to the COR.

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. 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 AR (Administradora de Riesgos Laborales)

5.16 Overtime: Not needed

5.17. CONTRACTOR MANPOWER REPORTING (CMR): Department of Defense (DoD) contractors must reporting FY 2020 manpower data under applicable service contracts in the Service Contract Reporting (SCR) section of the System for Award Management (SAM) (<https://beta.sam.gov/>) to support the requirements of title 10, U.S.C, section 235 and 2330a.

The DoD Guidebook for Service Contract Reporting in SAM, designed for both DoD users and contractors is available on the DoD Procurement Toolbox at <https://dodprocurementtoolbox.com/site-pages/service-contract-reporting-scr>

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 ODI 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 NIJ01008.01.

6.1.14 Law 356 of 1994 Supervigilancia Regulation for Armored Vehicles

6.1.15 Law 769 of 2011 (Colombian National Transit Laws)Codigo Nacional de Transito

6.1.16 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. Attachments:

7.1.1 Attachment 1 - Performance Requirements Summary

7.1.2 Attachment 2 – Deliverable Schedule

ATTACHMENT 1

Performance Requirements Summary

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

Performance Objective	Standard	Performance Threshold (This is the maximum error rate. It could possibly be "Zero deviation from standard")	Method of Surveillance	Deduction 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	90% Compliance	90% COR Validation	(Non Conformance) shall be reworked and or provided and no additional cost to the Government. A negative performance rating may be the result of the NON-Conformance issue depending on the criticality associated with the Contract terms and conditions.
2. Contracting Manpower Reporting (Para 5.17)	The Contractor shall completely fill in all the information in the format using the following web address https://sam.gov 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	90% Compliance	90% COR Validation	(Non Conformance) shall be reworked and or provided and no additional cost to the Government. A negative performance rating may be the result of the NON Conformance issue depending on the criticality associated with the Contract terms and conditions.

	30, the contractor has 30 day from end date of the contract to complete the CMR requirement.			
PRS#1 Driver cell phones (Para 1.6.11.2)	Contractor shall provide each driver with a working cell phone with active minutes.	90% compliance required	COR Surveillance; Periodic inspection; Customer input	(Non Conformance) shall be reworked and or provided and no additional cost to the Government. A negative performance rating may be the result of the NON Conformance issue depending on the criticality associated with the Contract terms and conditions.
PRS#2 Compliance with Colombian safety standards (Para 5.6)	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 wipers, functional parking brake, seat belts and side view mirrors	90% compliance required	COR Surveillance; Periodic inspection; Customer input	(Non Conformance) shall be reworked and or provided and no additional cost to the Government. A negative performance rating may be the result of the NON Conformance issue depending on the criticality associated with the Contract terms and conditions.
PRS#3 Response Time (Para 5.9)	The armored vehicle services will be provided to US Government personnel in accordance with schedules provided by the Contracting Officer's Representative (COR) 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.	90% compliance required	COR Surveillance; Periodic inspection; Customer input	(Non Conformance) shall be reworked and or provided and no additional cost to the Government. A negative performance rating may be the result of the NON Conformance issue depending on the criticality associated with the Contract terms and conditions.
PRS#4 Vehicle Inspection (Para 5.14)	Contractor shall provide all armored vehicles with complete documentation IAW to the Colombian laws.	90% compliance required	Before Contract Award.	(Non Conformance) shall be reworked and or provided and no additional cost to the Government. A negative performance rating may be the result of the NON Conformance issue

				depending on the criticality associated with the Contract terms and conditions.
PRS#5Drivers Inspection (Para 5.15)	Contractor shall provide all documents for IAW Colombian laws.	90% compliance required	After Contract Award.	(Non Conformance) shall be reworked and or provided and no additional cost to the Government. A negative performance rating may be the result of the NON Conformance issue depending on the criticality associated with the Contract terms and conditions.

ATTACHMENT 1

Deliverable Schedule

DELIVERABLE	FREQUENCY	# OF COPIES	MEDIUM/FORMAT	SUBMIT TO
*CMR *For service contracts exceeding \$3M	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.	COR
Cellphones for Drivers	Report every month	1	E-mail or hard copy	COR
Safety Standards	Report every month	1	E-mail or hard copy	COR
Response Time for accidents or damage	Report within 60 minutes.	1	E-mail	COR

ATTACHMENT 1 – OCI LANGUAGE

1.6.17 Organizational Conflict of Interest (OCI).

(a) Work under this contract may create a future organizational conflict of interest (OCI) in the way of unequal access to information that could prohibit the Contractor from competing for, or being awarded future Government contracts. It is not the intention of the RCO Bogota to foreclose a vendor from a competitive acquisition due to a perceived OCI. RCO Bogota Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Contracting Officer. The Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the RCO Bogota's policy for competition. The RCO Bogota is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the RCO Bogota, the Army, or the legitimate business interests of the vendor community.

(b) Mitigation plans. The Contractor shall review its OCI mitigation procedures to avoid any potential OCI created by performance under this contract. The Contractor shall submit the reviewed OCI mitigation plan to the Contracting Officer no later than thirty (30) days after award. The RCO Bogota reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the RCO Bogota or the Army. Additionally, after award, the RCO Bogota will review OCI mitigation plans, as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

(c) Potential Organizational Conflict of Interest. The following provides examples of situations where mitigation plans may or may not be required by the RCO Bogota. These examples are not intended to be all inclusive.

(1) Unequal access to information. Access to "nonpublic information" as part of the performance of an Army contract could provide the Contractor a competitive advantage in a later competition for another Army contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the Army procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.

(2) Biased ground rules. A Contractor in the course of performance of an Army contract has in some fashion established important "ground rules" for another Army contract, where the same Contractor may be a competitor. For example, a Contractor may have drafted the statement of work, specifications, or evaluation criteria of a future Army procurement. The primary concern of the Army in this case is that a Contractor so situated could slant key aspects of procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the Army procurement anticipate the Contractor may have been in a position to establish important ground rules, including but not limited to those described herein, the Contractor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A Contractor in the course of performance of an Army contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the Contractor's ability to render impartial advice to the Army could appear to be undermined by the Contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the Contractor has been tainted. If the requirements of the Army procurement indicate that the Contractor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected Contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

- (d) The Contractor shall provide information which concisely describes all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise), relating to the work to be performed and bearing on whether the offeror or Contractor has a possible OCI.
- (e) If the Contractor does not disclose any relevant facts concerning an OCI, the Contractor, by signing the contract, warrants that to its best knowledge and belief no such facts exist relevant to possible OCI.
- (f) Remedies for nondisclosure. The following are possible remedies should a Contractor refuse to disclose, or misrepresent, any information regarding a potential OCI:
- (1) Refusal to provide adequate information may result in disqualification for award.
 - (2) Termination of the contract, if the nondisclosure or misrepresentation is discovered after award.
 - (3) Disqualification from subsequent RCO Bogota contracts.
 - (4) Other remedial action as may be permitted or provided by law or in the resulting contract.

(End of Summary of Changes)