

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	16
2. AMENDMENT/MODIFICATION NO. 0001	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)		CODE	
		<b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W913FT21Q0003	
			X	9B. DATED (SEE ITEM 11) 05-Feb-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 prospective vendors. 2. Closing date to receive questions: 18 February 2021 at 9:00 AM (Bogota) local time. 3. Change specifications for cylinder/cc capacity 4. Include Sub-Factor 5 - Vehicles Pre-Inspection. 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	

**SUMMARY OF CHANGES**

The following have been added by full text:

ANSWER AND QUESTIONS

**Answers and Questions  
Solicitation W913FT21Q0003**

**Question 1:** We are an Iraqi company and interested in participate to this project and our company is already registered and active in SAM. Are we allowed to participate to this solicitation W13FT21Q0003 Armored Commercial Passenger Carrying Vehicles (ACPV) ?

**Answer 1:** The solicitation is open to all interested, qualified parties.

**Question 2:** In paragraph 5.2 of the Statement of Work 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.

¿Are these types of SUVs with diesel engines of less than 2,900 cc, but exceeding in torque and power ratings, acceptable?

**Answer 2:** Specifications changed to accommodate 2021-model capacity. The technical requirements are stated as the minimum.

The following have been modified:

ADDENDUM TO FAR 52.212-2

ADDENDUM TO FAR 52.212-2

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

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

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

1. Price
2. Technical Acceptability

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

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

a. Sub-Factor 1 Vehicle Specifications

The vendor's offer will be evaluated to determine if the offeror provided the specifications stated in Par 5.3 of the SOW.

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 of the SOW.

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 of the SOW.

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 of SOW.

e. Sub-Factor 5 Vehicles Pre-Inspection

Vehicles will be inspected prior to contract award IAW SOW Part 5 Par 5.13 through Par 5.14 of the SOW. 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 a contract award.

(b) Options. The Government will evaluate quotations by adding the total price for all options to the total price 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) Notification. For acquisitions for which automatic notification is not provided through an electronic commerce method that employs widespread electronic public notice, notification to unsuccessful quoters shall be given only if requested or required by FAR 5.301.

(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>

(End of Provision)

STATEMENT OF WORK

**Lease of Armored Commercial Passenger-Carrying Vehicles  
(ACPV) for Special Operations Command (SOC SOUTH) in  
Colombia, S.A**

Part 1  
General  
Information

1. **GENERAL:**

1.1 Description of Services: The Contractor shall furnish seven (7) Armored Commercial Passenger-Carrying Vehicles (ACPV) in support of U.S. personnel transportation requirements in Colombia, South America as defined in this SOW. Vehicles must be delivered within the timeframe agreed to in this contract and must meet the minimum acceptance criteria provided herein.

1.2 Background: Special Operations Command South (SOCSOUTH) has missions in Colombia. The SOCSOUTH personnel require transportation in support of their current operations. Because of security concerns, the vehicles must be armored vehicles.

1.3 Objectives: The purpose of this requirement is to provide seven (7) ACPV in four (4) locations in Colombia in support of the SOCSOUTH current operations.

1.4 Scope: The Contractor shall provide the 7 APCV vehicles, insurance, scheduled and unscheduled maintenance, repair parts, materials, supplies, and any other associated equipment and personnel to provide the ACPV in quantities and locations as listed below:

Three (3) Vehicles – Tolemaida  
AOB Two (2) Vehicles –  
Medellin CMSE One (1) Vehicle  
– Medellin MIST One (1)  
Vehicle – Bogota JX

1.5 Period of Performance:

BASE YEAR:	01 April 2021 - 31 March 2022
OPTION 1:	01 April 2022 - 31 March 2023
OPTION 2:	01 April 2022 - 31 March 2024
OPTION 3:	01 April 2023 - 31 March 2025
OPTION 4:	01 April 2024 - 31 March 2026

1.6 General Information:

1.7 Type of Contract: The Government anticipates award of a FFP type contract.

1.8 Contractor Points of Contact: The contractor will provide points of contact within his company to interface with the contract representative on issues concerning rental vehicles. Names, business address, phone numbers, and hours of operation are the minimum information requirements. Arrangements for contacting the contractor's points of contact after normal business hours should also be made.

1.9 Contracting Officer Representative (COR): A 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. A letter of designation issued to the COR, a copy of which will be sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the contract. The Contractor POC must be able to speak enough conversational English to be able to communicate effectively with Government personnel.

PART 2  
DEFINITIONS & ACRONYMS

2. **DEFINITIONS AND ACRONYMS:**

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

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

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

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

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

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

2.1.6 Statement of Work (SOW). The portion of a contract which establishes and defines all requirements either directly or with the use of specific cited documents.

2.1.7 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.

2.1.12. 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.

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

2.1.14. Shall. An imperative command; has a duty to or is required to.

2.2 Acronyms:

AR	Army Regulation
AT	Anti-Terrorism
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
COR	Contracting Officer Representative

DOD	Department of Defense
DODD	Department of Defense Directive
DODI	Department of Defense Instruction
FAR	Federal Acquisition Regulation
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
KO	Contracting Officer
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
SOW	Statement of Work
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Program
RA	Requiring Activity
SOP	Standard Operating Procedures
TE	Technical Exhibit
U.S.C.	United States Code
USSOUTHCOM	United States Southern Command

3. **Operator Maintenance.** The government operator will be responsible for operator maintenance (e.g., checking and replenishing fluids, tire pressure, lights, etc.) If any discrepancies are found, the contractor is responsible for correcting the problems.

3.1 FUEL. The government is responsible for supplying the fuel used in the rental vehicles.

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

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

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to meet the requirements of this contract that are not listed under Part 3 of this SOW.

4.3. Materials: All materials required to perform scheduled and unscheduled maintenance.

4.4. Equipment: The Contractor shall provide seven (7) ACPV 2014 or newer in accordance with the specifications, and all equipment necessary to meet the requirements under this contract. The Vehicle Specifications are listed in Attachment 1.

4.5 Insurance: Automobile Liability Insurance for Contractor Owned/Leased Vehicles. This insurance shall be required 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.

PART 5  
SPECIFIC TASKS

5. Scope of Work. 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, equipment, materials, supplies, repair parts, insurance, maintenance and any other associated equipment and personnel to accomplish the tasks for the LAVs in different locations in Colombia.

5.1. Basic. The Contractor shall provide seven (7) ACPV to support Special Operations Command South Security IAW the SOW.

5.2 Vehicle Specifications: The seven (7) APCV must be in fully operational/functional running condition in accordance with the Original Equipment Manufacturer's manual.  
The vehicles must meet the following mandatory minimum specifications:

Type Vehicle:	SUV Mid-Size
Model Year:	2014 or newer
No. of Seats/Passenger Capacity:	Seven (7)
No. of Doors:	Five (5) Trunk door may be top-hinged or side-hinged
Engine Fuel:	Diesel or Gasoline
Engine Cylinder:	2,755 cc or larger (If Diesel) or 3,900 cc or larger (If Gasoline)

5.3 Vehicle Armoring. The ACPV must 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.

5.3.1 The vehicle armoring shall include 360 degree armoring that ensures the vehicle's interior passenger compartment, including the 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. Complete details are available at the following website: <https://www.justnet.org/pdf/0108.01.pdf>. The Contractor will provide the Ballistic Resistant Protective Materials and Armoring certificates to the COR at time of inspection.

5.3.2 Tires shall have hard rubber inserts in the run-flat tires, not steel inserts.

5.3.3 The vehicle radiator shall have a bullet guard in front. Bullet-proof protection for the engine compartment and the radiator shall be installed. The Fuel Tank shall be armored. Armored windows shall be one composite piece of glass.

5.4 Replacement Vehicles. Contractor shall provide vehicle replacement during maintenance periods with same specifications listed in SOW. The COR will be responsible for inspection and acceptance of the replacement vehicle at time of delivery. The Contractor shall notify the COR at least 30 days in advance for the scheduled maintenance of vehicles.

**5.4 Vehicle Registration:** Compliance with Colombian Supervigilancia (Colombian Vehicle Registration Entry): 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 deliverables; proof of vehicle registration, ownership and insurance for each vehicle with their proposals.

**5.5 Vehicle Insurance:** Contractor shall provide full insurance coverage at time of contract award then quarterly 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. The United States Government and its officers and representatives are additional insureds members as set forth above.

**5.7 Vehicle Damage:** In the case of documented damage, the Contractor may request compensation from the US Government for any loss not covered by insurance via written correspondence to COR and KO.

**5.9 Response Time:** The Contractor shall respond to all service calls within one (1) day. In the case of an accident or a vehicle breaking down. COR shall inspect the replacement vehicle to ensure it meets all contract requirements and specifications.

**5.10 Service Calls:** The Contractor shall provide a report of the services requested by Government to the COR for control operations, monthly.

**5.11 Subcontracting:** Subcontracting is NOT authorized under this agreement.

**5.12 Vehicle Subtractions:** The Government reserves the right to reduce the number of vehicles provided during the period specified in the contract. A minimum of 15-day notification will be provided to the contractor. The price of the contract will be reduced accordingly based on the pro-rated monthly 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 Deliverables 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 / liability insurance insurance (Seguro Obligatorio para Vehiculos) IAW SOAT (Requested by Ministerio de Transporte - Colombian Law)
- d. Proof of ownership (Requested by Ministerio de Transporte - Colombian Law)
- e. Scheduled maintenance activities to be performed, identified by either date (time period), odometer reading (elapsed mileage), or number of lift cycles.
- f. Dates the scheduled maintenance or service was actually completed, including any repairs made, depending on software used.
- g. Vehicle odometer mileage at time of each maintenance or service.
- h. Warranty maintenance service performed, whether noted as part of the regular scheduled maintenance, or performed separately.
- i. POC information of person who performed the maintenance.
- j. Documentation submitted to the Colombian Supervigilancia agency which certifies the armored protection and armor installation firm).
- k. Ballistics and Armoring Certificates
- l. The contractor shall provide an English translation of all documents submitted in Spanish to the Government.

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)

6.1.7 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

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

6.1.13 DODI 2000.16 DoD Antiterrorism (AT) Program

PART 7  
ATTACHMENT/TECHNICAL EXHIBIT LISTING

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

**7.1. Attachments:**

7.1.1 Attachment 1 - Vehicle Specifications

7.1.2 Attachment 2 – Deliverable Schedule

### ATTACHMENT 1 – VEHICLE SPECIFICATIONS

The APCV must meet the following mandatory minimum specifications:

Type Vehicle:	SUV Mid-Size
Model Year:	2014 or newer
No. of Seats/Passenger Capacity:	Seven (7)
No. of Doors:	Five (5) Trunk door may be top-hinged or side-hinged
Engine Fuel:	Diesel or Gasoline
Engine Cylinder:	2,755 cc or larger (If Diesel) or 3,900 cc or larger (If Gasoline)

#### Vehicle Armoring:

The ACPV must 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.

The vehicle armoring shall include 360 degree armoring that ensures the vehicle's interior passenger compartment, including the 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. Complete details are available at the following website: <https://www.justnet.org/pdf/0108.01.pdf>. The Contractor will provide the Ballistic Resistant Protective Materials and Armoring certificates to the COR at time of inspection.

Tires shall have hard rubber inserts in the run-flat tires, not steel inserts.

The vehicle radiator shall have a bullet guard in front. Bullet-proof protection for the engine compartment and the radiator shall be installed. The Fuel Tank shall be armored. Armored windows shall be one composite piece of glass.

**Safety and Maintenance:** 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.

**ATTACHMENT 2****Deliverable Schedule**

<b>DELIVERABLE</b>	<b>FREQUENCY</b>	<b># OF COPIES</b>	<b>MEDIUM/FORMAT</b>	<b>SUBMIT TO</b>
The contractor shall provide; proof of vehicle registration ownership and insurance. Para 5.4	Quarterly	1	Fill form and submit to website.	COR
Vehicle Inspection. Para. 5.14	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

(End of Summary of Changes)