

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 42	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT20Q0020		6. SOLICITATION ISSUE DATE 03-Jun-2020
7. FOR SOLICITATION INFORMATION CALL:		a. NAME READ, COLIN P			b. TELEPHONE NUMBER (No Collect Calls) 275-2284		8. OFFER DUE DATE/LOCAL TIME 11:00 AM 08 Jun 2020
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CARRERA 45 NO. 24B-27 USMILGP CONTRACTING BOGOTA TEL: FAX:		CODE W913FT	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 485320 SIZE STANDARD: \$16,500,000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO SCO BOGOTA COLOMBIA EDGARDO PUENTE CARRERA 45 # 24B - 27 BOGOTA TEL: 571-2752482 FAX:		CODE W9094C	16. ADMINISTERED BY CODE				
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED		

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

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Armored SUV - Bogota FFP Vendor must provide five (5) armored vehicles SUV with drivers 12 hours and fuel in Bogota as state in the PWS, supporting SFAB COL 2020. Five (5) SUV Model 2014 or newer. Price per month shall be for services rendered for five (5) SUV at Bogota, Colombia. Please see FAR clause 52.232-18 Availability of Funds. FOB: Destination PSC CD: V212	104	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Armored SUV - Tibu FFP Vendor must provide two (2) armored vehicles with drivers 12 hours and fuel in Tibu as state in the PWS, supporting SFAB COL 2020. Two (2) SUV Model 2014 or newer. Price per month shall be for services rendered for two (2) SUV at Tibu, Colombia. Please see FAR clause 52.232-18 Availability of Funds. FOB: Destination PSC CD: V212	104	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Non-Armored Vehicle PICKUP - Tibu FFP Includes vehicle, insurance and maintenance, 24 hours a day, 7 days a week during the period of performance IAW the specifications below, supporting SFAB COL 2020.	104	Days		
	Two (02) Non-Armored Vehicles Double Cab PICK UP – Model 2014 or newer.				
	Price per month shall be for services rendered for two (2) Non-Armored Vehicles Double Cab PICK UP at Tibu, Colombia.				
	Please see FAR clause 52.232-18 Availability of Funds. FOB: Destination PSC CD: 2310				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Armored SUV - La Macarena FFP Vendor must provide two (2) armored vehicles with drivers 12 hours and fuel in La Macarena as state in the PWS, supporting SFAB COL 2020. Two (2) SUV Model 2014 or newer. Price per month shall be for services rendered for two (2) SUV at La Macarena, Colombia. Please see FAR clause 52.232-18 Availability of Funds. FOB: Destination PSC CD: V212	99	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Non-Armored Vehicle PICKUP - La Macarena FFP Includes vehicle, insurance and maintenance, 24 hours a day, 7 days a week during the period of performance IAW the specifications below, supporting SFAB COL 2020. Two (02) Non-Armored Vehicles Double Cab PICK UP – Model 2014 or newer. Price per month shall be for services rendered for two (2) Non-Armored Vehicles Double Cab PICK UP at La Macarena, Colombia. Please see FAR clause 52.232-18 Availability of Funds. FOB: Destination PSC CD: 2310	99	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Armored SUV - Tumaco FFP Vendor must provide two (2) armored vehicles with drivers 12 hours and fuel in Tumaco as state in the PWS, supporting SFAB COL 2020. Two (2) SUV Model 2014 or newer. Price per month shall be for services rendered for two (2) SUV at Tumaco, Colombia. Please see FAR clause 52.232-18 Availability of Funds. FOB: Destination PSC CD: V212	99	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Non-Armored Vehicle PICKUP - Tumaco FFP Includes vehicle, insurance and maintenance, 24 hours a day, 7 days a week during the period of performance IAW the specifications below, supporting SFAB COL 2020. Two (02) Non-Armored Vehicles Double Cab PICK UP – Model 2014 or newer. Price per month shall be for services rendered for two (2) Non-Armored Vehicles Double Cab PICK UP at Tumaco, Colombia. Please see FAR clause 52.232-18 Availability of Funds. FOB: Destination PSC CD: 2310	99	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Travel COST		Job		
	<p>Travel cost including lodging and per diem IAW Par 6 Para 6.1.6 of the Performance Work Statement. This is a Not-to-Exceed (NTE) line item. Contractor shall bill only actual cost incurred. Contractor shall obtain GR approval prior to travel. Charges against this CLIN without prior GR authorization shall not be reimbursed. Contractor shall notify the contracting officer when 75% of the NTE amount has been expended. Contractor shall not incur cost over the Not-to-Exceed amount. Contractor shall submit back-up documentation of cost incurred against this CLIN. For travel within 12 hours per diem or meals is not authorized and is not reimbursable IAW Par U4510 for JTR Travel Regulations.</p> <p>FOB: Destination PSC CD: V212</p>				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	DBA - Worker's Compensation Insurance COST		Job		
	<p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Agent/Broker's invoice submitted by the offeror after contract award. In the event of recalculation of the premium by the Insurance Carrier based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect actual premium amounts paid.</p> <p>For more information, see FAR clause 52.228-3, Worker's Compensation Insurance.</p> <p>The amount will not be included in the evaluation process.</p> <p>FOB: Destination PSC CD: V212</p>				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	CMR - Contractor manpower Reporting COST IAW PWS. FOB: Destination PSC CD: V212		Job		
				ESTIMATED COST	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 19-JUN-2020 TO 30-SEP-2020	N/A	SCO BOGOTA COLOMBIA EDGARDO PUENTE CARRERA 45 # 24B - 27 BOGOTA 571-2752482 FOB: Destination	W9094C
0002	POP 19-JUN-2020 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0003	POP 19-JUN-2020 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

0004	POP 24-JUN-2020 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0005	POP 24-JUN-2020 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0006	POP 24-JUN-2020 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0007	POP 24-JUN-2020 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0008	POP 01-JUN-2020 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0009	POP 01-JUN-2020 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0010	POP 01-JUN-2020 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.212-1	Instructions to Offerors--Commercial Items	MAR 2020
52.212-2	Evaluation - Commercial Items	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-8	Liability and Insurance - Leased Motor Vehicles	MAY 1999
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7987 (Dev)	Requirements For Contractor Personnel Performing in USSOUTHCOM Area of Responsibility (Deviation 2014- O0016)	OCT 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006

252.233-7001 Choice of Law (Overseas)

JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2020)

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

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

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

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

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

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

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

___ (ii) Alternate I (MAR 2020) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (MAR 2020) of 52.219-4.

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (MAR 2020) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (NOV 2016) of 52.219-9.

___ (iii) Alternate II (NOV 2016) of 52.219-9.

___ (iv) Alternate III (MAR 2020) of 52.219-9.

___ (v) Alternate IV (AUG 2018) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

___ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020) (15 U.S.C. 632(a)(2)).

___ (ii) Alternate I (MAR 2020) of 52.219-28.

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (31)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).
- (ii) Alternate I (JUL 2014) of 52.222-35.
- (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ii) Alternate I (JUL 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of 52.223-13.

- ___ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (JUN 2014) of 52.223-14.
- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (JUN 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ___ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (JAN 2017) of 52.224-3.
- ___ (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ___ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (MAY 2014) of 52.225-3.
- ___ (iii) Alternate II (MAY 2014) of 52.225-3.
- ___ (iv) Alternate III (MAY 2014) of 52.225-3.
- ___ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150)
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (60) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (FEB 2006) of 52.247-64.

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

____ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

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

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

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiv) _____ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

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

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

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

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

(End of clause)

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

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using fixed rate of COP \$2900 to ONE (\$1) US Dollar in effect as follows:

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

(b) For acquisitions conducted using negotiation procedures--

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

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

(End of provision)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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

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

(End of clause)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.229-7001 TAX RELIEF (APR 2020)

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

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

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

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

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):
COMBO 2 in 1

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0672
Issue By DoDAAC	W913FT
Admin DoDAAC**	W913FT
Inspect By DoDAAC	W81XG9
Ship To Code	W81XG9
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	W81XG9
Service Acceptor (DoDAAC)	W81XG9
Accept at Other DoDAAC	N/A

LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

jeffrey.w.carver6.mil@mail.mil and michael.c.cromer.mil@mail.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

jeffrey.w.carver6.mil@mail.mil and michael.c.cromer.mil@mail.mil

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

ADDENDUM TO FAR 52.212-1

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

(a) **North American Industry Classification System (NAICS)** code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits a quotation in its own name, but which proposes to furnish an item which it did not itself manufacture, is \$15,000,000.

(b) **Submission of quotations.** Submit signed and dated quotations to the office specified in this solicitation via email to camilo.a.vegahiguera.fn@mail.mil with courtesy copy to colin.p.read.civ@mail.mil at or before the exact time specified in this solicitation. Quotations may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, quotations must show—

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

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

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

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

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

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

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

(g) **Issuance of Purchase Order.** The Government intends to evaluate quotations in accordance with FAR 13.106. The Government will not use the formal source selection procedures described in FAR Part 15. The Government may issue a purchase order to other than the quoter with the lowest priced quotation. After the evaluation of quotations, the Government may negotiate final terms with one or more quoters of the Government's choice before issuing any purchase order.

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

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

its quotation, in accordance with FAR 52.204-16.

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

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

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

(End of provision)

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

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

(a) The Government will issue a purchase order resulting from this solicitation to the responsible quoter whose quotation conforming to the solicitation will be most advantageous to the Government, price is 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 based on price evaluation and technical acceptability.

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 the PWS.

b. Sub-Factor 2 Vehicle Insurance

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

c. Sub-Factor 3 Vehicle Registration Supervigilancia

The vendor's offer will be evaluated to determine if the offeror complied with the vehicle registration requirements as stated in the PWS for armored vehicles.

(b) 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.

PERFORMANCE WORK STATEMENT

**United States Army South (ARSOUTH)
SFAB COL 2020
Performance Work Statement (PWS)
Rental Light Armored Vehicles (LAV's)
15 Apr 2020
Part 1**

General Information

1. **GENERAL:** This is a non-personal services contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor shall ensure that all contractor employees and subcontractor employees are medically fit for performance of their duties.

1.1 **Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Rental Light Armored Vehicles (LAV's) Services as defined in this PWS 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:** Rental Light Armored Vehicles (LAV's) Services for United States Army South (ARSOUTH, also referred to herein as "the Government") in support of SAFB COL 2020.

1.3 **Objectives:** The Contractor provides the Government with Rental Light Armored Vehicles (LAV's) services.

1.4 **Scope:** Contractor shall provide non-personal services to the Government with Rental Light Armored Vehicles (LAV's) services at the locations and dates specified in Attachment 2. The contractor shall accomplish services in coordination with the Contracting Officer (KO) and the Contracting Officer Representative (COR).

1.5 **Period of Performance:** 19 Jun – 30 Sep 2020

1.6 **General Information:**

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

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

1.6.3 **Recognized Holidays:** There are no recognized holidays during the performance period as service is required for 12 hours, 7 days a week during the period of performance.

1.6.4 **Hours of Operation:** Service will be as follows:

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

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

Colombian Labor Laws.

1.6.5 **Place of Performance:** The work to be performed under this contract will be performed IAW attachment 2.

1.6.6 **Type of Contract:** The government will award a Firm Fixed Price contract and cost reimbursable CLINs.

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

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

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

1.6.7.3 **Escorts :** N/A

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

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

1.6.7.5 Background Checks: The Contractor shall ensure contractor employees and subcontractor employees performing services under this contract have passed a security check conducted by the Host Nation Police Department of their residence or the State Police Department of their U.S. residence. Security checks that have been completed as part of a personnel security clearance background investigation, or a previous background check that was a condition of employment, meet this requirement. Documentation of these checks will be made available to the KO or GR upon request. The Government retains the right to exclude any employee from performance of duties under this contract if a background security check reveals an employee is a security risk. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. If the Government determines additional background checks are required, at a minimum, and upon request from the Government, the Contractor shall provide to the KO or GR, the following information on any contractor or subcontractor employee performing services under this contract:

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

- a. RSO Background Checks: For those contract employees requiring access to US and/or Colombian government installations; the Contractor shall ensure that all employees and subcontractors undergo a U.S. Embassy Regional Security Office (RSO) background check and are cleared by the RSO. The contractor shall be responsible to provide all required documents to the RSO (i.e. name check forms, cedula/IDs, passport, and chamber of commerce documents). Contractor shall ensure that all employees undergo a Colombian background check and submit required paperwork to have access to the Colombian Ministry of Defense and/or other Colombian Military Bases, if required in their jobs. The KO retains the right to exclude any employee/subcontractor from performance under this contract if any information exists that an employee is a security risk. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. The Contractor shall not hire any person whose employment would result in a conflict interest.
- b. The contractor and, as applicable, subcontractor, shall not employ individuals for work on this contract if such individual is identified as a potential threat to the health, safety, security, or operational mission of the Government of Colombia the military installation and the country's population, nor shall the contractor or subcontractor employ persons under this contract who have an outstanding criminal warrant as identified by the Government of Colombia or the US Embassy RSO. Criminal checks will verify if a person is wanted by local or Colombian authorities or if that person or contractor is restricted from doing business with the Government of Colombia or the United States. All contractor and subcontractor personnel who do not consent to a background check will be denied access to Colombian Military or Government installations and will not be utilized by the SCO-CO. Information required to conduct a background check includes: full name, driver's license number, and/or social security number, and date of birth of the person entering the installation and completion of a background check questionnaire. The contractor shall provide this information using the Colombian Government Forms and shall submit it in conjunction with the contractor's request for either base or vehicle passes. Completion of a successful check does not invalidate the requirement for an escort when contractor or subcontractor personnel are working within controlled or restricted areas operated by the US Department of State or other areas within US Embassy controlled property.
- c. Contractors shall ensure their employees and those of their subcontracts have the proper credentials and visas to work in the Republic of Colombia. Persons found to be undocumented or illegal aliens will be remanded to the proper Colombian authorities.

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

- a. Traffic violations, other than parking, will be reported to the KO or GR only if the contract is for drivers for the Government.
- b. Any suspicious activity by Contractor employees, subcontractors, or subcontractor employees the Contractor believes may pose a risk to U.S. or host nation national security or imminent risk of deadly bodily harm to any person; and
- c. Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this requirement.

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

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

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

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

1.6.7.6.1.1 Federal Installation/Facility Access: N/A

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

1.6.7.7 Employment Eligibility: N/A

1.6.7.8 Access to Government Information Systems: N/A

1.6.7.9 Key Control: N/A

1.6.7.10 Lock Combinations: N/A

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

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

1.6.10 Key Personnel: The Contractor shall provide a manager who shall be responsible for the performance of the work. The name of this person and an alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available during hours specified in the contract. The manager and alternate must be able to speak enough conversational English to be able to communicate effectively with Government personnel.

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

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

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

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

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

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

1.6.12 Identification of Contractor Employees: N/A

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

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

1.6.14 Other Direct Costs (ODC): N/A

1.6.15 Data Rights: N/A

1.6.16. Non-Disclosure Requirements: N/A

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

1.6.16.2 Advertisement and Social Media: The Contractor shall NOT post information to public website or social media locations, personal or professional, that in any way disclose names, locations, hotel data, participants, discussions, pictures, etc. before, during or after the contract period of performance without the express consent of the Government. The use of propaganda violates DOD Commercial Use of Imagery Guidelines stated at

(<http://www.defenseimagery.mil/products/DODimagery/commercialuse.html>). The Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any marketing tools to include its company website.

1.6.16.3 INFORMATION ASSURANCE (IA): N/A

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

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

1.6.19 General Training Requirements:

1.6.19.1 Anti-Terrorism (AT) Level I Training (*As determined by AT/OPSEC Review*): N/A

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

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

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

1.6.19.5 IWATCH Training: N/A

1.6.19.6 OPSEC Training: N/A

1.6.20 Overseas Training Requirements: N/A

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

1.6.20.2 SERE Training: N/A

1.6.21 Foreign (OCONUS) Requirements: All U.S. citizen or resident, and TCN contractor personnel not normally residing in the USSOUTHCOM AOR, must comply with the training requirements listed in the Foreign Clearance Guide (FCG). Verification of the training shall be made available to the GR or KO upon request. Additionally, they must receive personal security training that includes at a minimum:

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

1.6.21.1 Theater and Country Clearance Requirements: N/A

1.6.21.2 Vetting: The Contractor Company and all associated sub-contractor companies, must have been vetted by the U.S. Embassy in the country which the contract will be performed. For the purposes of this contract, the

company is considered vetted if the company is located in the country which the contract will be performed unless the company has been previously barred from performing services for the Government. If during a previous vetting process the company was barred from performing service for the Government, then that is grounds for termination of the contract. If the company is located outside of the country which the contract will be performed, the company must be vetted by the U.S. Embassy in the country of performance. Vetting will be coordinated through the U.S. Embassy's DOD Security Cooperation Office in the country of performance. If during any previous vetting process in other countries, the company was barred from performing services for the Government that is grounds for termination of the contract.

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

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

1.6.23 Deoxyribonucleic Acid (DNA) Samples: N/A

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

- a. 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.
- b. 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.
- c. 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.
- d. Contractor and subcontractor personnel with a place of performance in the continental United States, including the USSOUTHCOM Headquarters and Joint Interagency Task Force-South (JIATF-S) Headquarters, that may, within the terms of the contract, deploy to the USSOUTHCOM AOR for periods anticipated to exceed 30 consecutive days.

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

2. **DEFINITIONS AND ACRONYMS:**

2.1. Definitions:

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

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

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

2.1.4. 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 Nationals. 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
ATCTS	Army Training Certification Tracking System
AT	Anti-Terrorism
CAC	Common Access Card
CFR	Code of Federal Regulations
CI	Counter Intelligence
CLIN	Contract Line Item Number
CMR	Contract Manpower Reporting
CONUS	Continental United States (excludes Alaska and Hawaii)
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
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
IA	Information Assurance
IAW	In Accordance With
IT	Information Technology
JPAS	Joint Personnel Adjudication System
JTR	Joint Travel Regulation
KO	Contracting Officer
LN	Local National
LOA	Letter of Authorization
NCIC-III	National Crime Information Center Interstate Identification Index
NIST	National Institute of Standards and Technology

ODC	Other Direct Costs
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OSHA	Occupational Safety and Health Administration
OPSEC	Operation Security
PIPO	Phase In/Phase Out
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Program
RA	Requiring Activity
SOAT	Seguro Obligatorio
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

PART 3

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

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

3.1 The Government shall not furnish items or services in the performance of this contract.

3.2 Facilities N/A

3.3 Utilities N/A

3.4 Equipment N/A

3.5 Materials N/A

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

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

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

4.2 Secret Facility Clearance: N/A

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

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

4.3.2 Toolbox: It must include screwdrivers and adjustable wrench

4.3.3 A jack with capacity to support the vehicle

4.3.4 A first aid kit

4.3.5 An operational fire extinguisher

4.3.7 Two (2) blocks to lock the vehicle

4.3.8 An operational flashlight

4.3.9 Two (2) functional reflective warning triangles

4.4 Equipment:

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

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

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

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

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

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

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

5. Specific Tasks: Contractor shall provide non-personal services to the Government with Light Armored Vehicles (LAV's) services at the locations and dates specified in Attachment 2. The contractor shall accomplish services in coordination with the Contracting Officer (KO) and the Contracting Officer Representative (COR)

5.1 Basic Services: The contractor shall provide Light Armored Vehicle with drivers, fuel, maintenance and upkeep of the vehicles.

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

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

5.2.2 All vehicles shall be at least the model year 2017 or newer at the time of contract award. Vehicles must be in operational/functional excellent running condition in accordance with the Original Equipment manufacturers manual.

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

5.2.4 Vehicle Type:

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

SUV Mid-Size

Model not more than six years ago since award date.

No. of Seats/Passenger Capacity Seven (7)

No. of Doors Five (5) Trunk door may be top-hinged or sidehinged

Fuel Engine Gasoline and/or diesel

Engine Cylinder 3,900 cc or larger if it is gasoline and 2,800 cc or larger if it is diesel.

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

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

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

5.5 Safety Maintenance: The contractor shall comply with all local safety requirements to protect all persons from harm and U.S. Government property from damage. All vehicles shall meet all Colombian safety requirements and have, as a minimum, the following safety features working: rear and front lights, rear view mirrors, windshield wipers, parking brake, horn, seat belts and side view mirrors. Both the vehicle exterior and interior shall be free of

excessive soil, rust and damage that might affect the operating condition of the vehicle. Contractor shall maintain vehicles in good operating condition in accordance with the Original Equipment manufacture's manual at all times. See Law 769, 2002 Colombian National Transit Laws.

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

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

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

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

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

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

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

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

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

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

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

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

5.12.4 Contractor must retain/file all inspection results.

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

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

5.14 Documents Required for Drivers Inspection: The assigned driver to the vehicle shall provide a hard copy of the following documents for the inspection prior to driving for the Security Cooperation Office (SCO) to the GR. Below requirements are required by the American Embassy Bogota Mission Policy No. 2010-001 Summary of Motor Vehicles Safety Management.

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

5.15 Drivers: Drivers provided by the Contractor under this contract shall present a neat appearance and maintain a professional decorum at all times. Clothing shall be kept clean and neat (i.e. no debris, dirt, mud, stains, rips, tears or holes) as practicable considering work conditions. The Contractor shall provide drivers with a standard daily

uniform to include company logo. At a minimum, drivers will wear full length slacks, a short sleeve shirt or polo shirt without tie, and covered toe shoes.

5.15.1 Drivers are required for a minimum of 12 hours daily. The drivers with their vehicles will arrive at the designated time and location specified in Attachment 2 or as pre-coordinated by the COR. The US Government has the right to vary the reporting (start) and completion (stop) times and shall not incur a penalty for doing so if at least 4 hours advance notice to the company representative is provided.

5.15.2 Drivers must be fully licensed and insured before operating their assigned vehicle and must have a safe driving record for the last year.

5.15.3 Drivers shall report for work on time as per the schedule that will be provided by the COR.

5.15.4 Drivers shall have specific knowledge of local road networks.

5.15.5 Drivers shall not text at any time when driving and will only stop in safe and authorized places to answer or make urgent phone calls.

5.16 **CONTRACTOR MANPOWER REPORTING (CMR)** "The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the **Army South Mission** via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website".

PART 6 APPLICABLE PUBLICATIONS

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

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

6.1.1 DOD Commercial Use of Imagery Guidelines

6.1.2 AR 190-13, The Army Physical Security Program

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

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

6.1.5 Defense Federal Acquisition Regulation Supplement (DFARS)

6.1.6 Joint Travel Regulation (JTR)

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

6.1.8 DODD 8570.01, Information Assurance Training Certification and Workforce Management

6.1.9 DOD 8570.01-M, Information Assurance Workforce Improvement Program

6.1.10 AR 25-2, Information Assurance

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

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

6.1.13 DODI 2000.16 DoD Antiterrorism (AT) Program

6.1.14 National Institute of Justice, Ballistic Resistant Protective Materials, NIJ Standard 0108.01, and Level III

IAW NIJ-0108.01.

6.1.15 Law 356 of 1994 Supervigilancia Regulation for Armored Vehicles

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

6.1.17 American Embassy Bogota Mission Policy No. 2010-001 – Summary of Motor Vehicles Safety Management.

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

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

7.1. Attachment 1. Performance Requirements Summary

7.2. Attachment 2. 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	Method of Surveillance	% Deduction from monthly invoice for not meeting Performance Standards
1. Combating Trafficking in Persons FAR 52.222-50 c	The Contractor shall Notify its employees of a. The United States Government's zero tolerance policy described in paragraph (b) of this clause The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment	100% Compliance	100% Inspection, COR Validation	

2. Contracting Manpower Reporting PWS 5.5 and CLIN 0010	The Contractor shall completely fill in all the information in the format using the following web address https://cmra.army.mil . The contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. If contract period of performance ends prior to September 30, the contractor has 30 days from end date of the contract to complete the CMR requirement.	100% Compliance	100% Inspection, COR Validation	
PRS#1 Driver cell phones PWS paragraph 1.6.11.2	Contractor shall provide each driver with a working cell phone with 100 active minutes.	100% Compliance	GR Surveillance; Periodic inspection; Customer input	
PRS#2 Compliance with Colombian safety standards (Para 5.5)	Contractor shall provide vehicles which meet all Colombian safety requirements and have, as a minimum, the following safety features: rear and front lights, rearview mirrors, operating windshield	100% Compliance	GR Surveillance; Periodic inspection; Customer input	
PRS#3 Response Time (Para 5.8)	The armored vehicle services will be provided to US Government personnel in accordance with schedules provided by the Government Representative (GR) after award. The Contractor shall respond to all service requests within 60 minutes. In the case of an accident, or a vehicle breaking down, the Contractor shall provide a replacement within 30 minutes.	100% Compliance	GR Surveillance; Periodic inspection; Customer input	

**ATTACHMENT 2
Schedule**

DATE Delivery	Date Drop Off	UNIT/Location	SUV	Rental Days	Remarks
6/19/2020	9/30/2020	Bogota	5	104	Includes 12 Hour Driver and Fuel
6/19/2020	9/30/2020	Tibu	2	104	Includes 12 Hour Driver and Fuel
6/24/2020	9/30/2020	Macarena	2	99	Includes 12 Hour Driver and Fuel

6/24/2020	9/30/2020	Tumaco	2	99	Includes 12 Hour Driver and Fuel
-----------	-----------	--------	---	----	----------------------------------

SPECIFICATIONS

SPECIFICATIONS/REQUIREMENTS

Non-Armored Vehicle Lease

1.0 DESCRIPTION OF LEASE: The contractor shall provide all resources necessary to include but not limited to equipment, materials, supplies, repair parts, insurance and any other to provide six (6) non-armored vehicles without driver and fuel in support of U.S. personnel in Colombia.

2.0 PLACE OF PERFORMANCE: La Macarena Base – Meta, Colombia (Two PICK Ups)
Tibu Base – Norte de Santander, Colombia (Two PICK Ups)
Tumaco Base – Narino, Colombia (Two PICK Ups)

PERIOD OF PERFORMANCE: 19 Jun – 30 Sep 2020

3.0 NON-ARMORED VEHICLE SPECIFICATIONS:

3.1 All vehicles shall be at least the model 2014 or newer at the time of contract award. Vehicles must be in operational/functional running condition and equipped with operational air-conditioning, spare tire, toolbox and highway reflective markers. All vehicles shall have automatic transmission.

3.2 Vehicle Type:

DESCRIPTION OF THE REQUIREMENT

Six (6) Non-Armored Vehicle PICK UP – Double Cab Model 2014 or newer to include insurance, maintenance with the following minimum specifications/characteristics.

No. of Seats/Passenger Capacity	Three (3) to Four (4)
No. of Doors	Two (2) to Four (4)
Cylinder Engine	2,400 c.c. or larger
Fuel Engine	Fuel and/or Diesel

3.3 COMPLIANCE WITH COLOMBIAN MINISTERIO DE TURISMO REGULATIONS: Colombian law requires that all companies leasing vehicles be registered with the **MINISTERIO DE TURISMO** and that each individual vehicle also be so registered. Rental vehicles shall be owned and registered in the name of the company leasing that vehicle. Each vehicle shall be insured to the limits required by law in the name of the vehicle's owner. Prior to issuance of the contract, the contractor shall provide proof of vehicle registration, ownership and insurance for each vehicle proposed.

3.4 INSURANCE: Contractor shall provide full insurance coverage for all vehicles IAW Colombian laws and regulations.

4.0 NON-ARMORED VEHICLE: The non-armored vehicle will be provided to US Government personnel in accordance with schedules provided by the customer after award of a contract.

4.1 REGULAR SCHEDULE: The Contractor shall provide and ensure that the vehicle will be for 24 hours a day, seven days a week during the period of performance.

4.2 RESPONSE TIME: The Contractor shall respond to all requests within 30 minutes. In the case of an accident or a vehicle breaking down, the Contractor shall provide a replacement within 30 minutes.

5.0 SAFETY AND MAINTENANCE: The contractor shall comply with all local safety requirements and ensure that all reasonable efforts are made 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: rear and front lights, rear view mirrors, windshield wipers, parking brake, and horn. Both the vehicle exterior and interior shall be free of excessive soil, rust and damage. Corrective and preventive maintenance shall be provided as needed at the site where the vehicle is being utilized.

5.1 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. For vehicle leases (without driver), the Government shall be responsible only for the deductible portion of the claim (10%).

5.2 INSPECTION: All vehicles shall be inspected periodically by the customer to ensure compliance with security regulations as stated in specifications. Vehicles shall be inspected prior to contract award and before each performance period. The customer and contractor shall make a determination of when inspection will be conducted. All vehicle inspections shall be coordinated by the customer and the contractor two (2) days in advance of the inspection. **The customer will provide the contractor with an inspection checklist to use for their inspections. Once inspection is completed, a copy of the complete inspection checklist will be provided to the Contracting Office.**

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

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

5.2.3 Vehicles shall be inspected prior to use when vehicle is replaced with another vehicle.

5.2.4 Contractor must retain/file all inspection results.

5.3 Documents Required for Vehicle Inspection: The contractor shall provide hard copies to the customer of the following documents/information at vehicle inspection:

- a. Certificate provided by the Ministerio de Turismo(Colombian Law)
- b. Automobile insurance SOAT requested by Ministry of Transportation - Colombian Law
- c. Proof of ownership requested by Ministry of Transportation- Colombian Law)
- d. 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.

6.0 SUBCONTRACTING: Subcontracting is NOT authorized under this contract. The vehicles leased shall be owned by the company.

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

8.0 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES

8.1. **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.

**ATTACHMENT 2
Schedule**

DATE Delivery	Date Drop Off	UNIT/Location	Double Cab Pick Up Trk	Rental Days	Remarks
6/24/2020	9/30/2020	Macarena	2	99	Without Driver and Fuel
6/19/2020	9/30/2020	Tibu	2	104	Without Driver and Fuel
6/24/2020	9/30/2020	Tumaco	2	99	Without Driver and Fuel