

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WF7LKT10880602		PAGE 1 OF 46	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-11-T-0051	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ASTRID PARDO		b. TELEPHONE NUMBER (No Collect Calls) 011-571-383-2386		6. SOLICITATION ISSUE DATE 11-Apr-2011	
9. ISSUED BY ACC-TA, RCO BOGOTA CALLE 24BIS #48-50 USMILGP CONTRACTING BOGOTA  TEL: FAX:		CODE W913FT		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO USMILGP COLOMBIA - NAVY MISSION MICHAEL MONBOUQUETE AMERICAN EMBASSY CALLE 24 BIS # 48-50 BOGOTA TEL: 310-5520391 FAX:		CODE WF7LKT		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR   TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" 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 checked="" 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			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> 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 HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> 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)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

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

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

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

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

33. SHIP NUMBER	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TRANSLATIONS - WRITTEN FFP FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT10880602	1,000	Page		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TRANSLATIONS - ORAL (REGULAR HOURS) FFP FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT10880602	1,040	Hours		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	TRANSLATIONS - ORAL (OVERTIME) FFP FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT10880602	390	Hours		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	LIAISON SERVICES (REGULAR HOURS) FFP FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT10880602	3,400	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	LIAISON SERVICES (OVERTIME) FFP FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT10880602	1,245	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	TRAVEL COST FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT10880602		Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	OTHER DIRECT COST COST FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT10880602		Lot		

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

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-MAY-2011 TO 14-MAY-2012	N/A	USMILGP COLOMBIA - NAVY MISSION MICHAEL MONBOUQUETE AMERICAN EMBASSY CALLE 24 BIS # 48-50 BOGOTA 310-5520391 FOB: Destination	WF7LKT
0002	POP 15-MAY-2011 TO 14-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0003	POP 15-MAY-2011 TO 14-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

0004	POP 15-MAY-2011 TO 14-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0005	POP 15-MAY-2011 TO 14-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0006	POP 15-MAY-2011 TO 14-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0007	POP 15-MAY-2011 TO 14-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

#### CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.214-34	Submission Of Offers In The English Language	APR 1991
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-17	Interest	OCT 2010
52.237-3	Continuity Of Services	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- a. Technical Acceptability
- b. Price

#### A. BASIS OF AWARD

1. The Government anticipates awarding a single award Firm Fixed Price (FFP) contract.
2. IAW FAR Clause 52.212-2, basis of award is “Low Price, Technically Acceptable”. Past performance is included in the technical acceptability determination and will be a “Go/No Go” responsibility determination.
3. The Government contemplates contract award without discussions with Offerors, except for clarifications as described in FAR Subpart 15.3. Offeror’s initial proposal should include accurate, estimated price and the best technical terms and conditions. The Government reserves the right to conduct discussions, if the Contracting Officer determines discussions are necessary.

#### B. FACTORS TO BE EVALUATED

1. TECHNICAL ACCEPTABILITY: The following factors shall be used to determine technical acceptability. Non-submission of one of these elements shall render the proposal technically unacceptable and shall not be considered for award.

(a) Technical Approach. Contractor shall include the following:

(1) Describe offeror qualifications and corporate capabilities specifically related to performance of the work required in the PWS.

(2) Describe offeror’s knowledge and understanding of the requirement(s) as outlined in the PWS.

(3) Identify the methodology and analytical techniques offeror will use to fulfill the technical requirements. Technical approach shall clearly describe the following:

(i) Overview of offeror’s methodology guiding the performance of the requirements identified in the PWS and a general description of how the technical approach will be applied to accomplishing the requirements.

(ii) Logical sequence of tasks to be performed to accomplish the requirements. Identify and describe specific techniques and steps that will be applied during the accomplishment of all tasks identified in the PWS.

(b) Resume of Key Personnel. Contractor shall submit the resume of the individual(s) proposed addressing all the qualifications and experiences identified under Par 3.0 through Par 3.5.9 in the Performance Work Statement. Personnel who do not clearly meet the requirements identified in the paragraphs stated above may result in the interpretation of the offeror’s proposal to be technically unacceptable.

(c) Past Performance. Offeror shall submit at least three (3) past performance references for the past three (3) years relevant to the solicitation. Past performance will be evaluated on an “Acceptable” or “Unacceptable” In the case of no past performance, the evaluation will be rated as “Neutral”. Offerors must have either an “Acceptable” or “Neutral” rating. Data concerning the prime offeror shall be provided first, followed by each proposed major subcontractor (if applicable) in alphabetical order. The following information shall be included as a minimum:

(a) Contract Description.

Contract No., Type (i.e., FFP, CR, T&M, IDIQ)

Date of Contract Award  
Place of Performance  
Awarded Price  
Period of Performance  
Agency name and address  
POC name, e-mail address, telephone and fax numbers

(b) Performance Summary. A brief summary describing the objectives achieved on each contract, detailing how the effort is relevant to the requirements of this solicitation. For any contracts that did not meet original schedule or technical requirements, provide a brief explanation of the reason(s) for the shortcomings and corrective action(s) taken. The offerors shall list and explain each delivery schedule revision. The offeror shall also provide information on any Cure Notices or Show Cause Letters, and describe the corrective actions taken. The offeror shall explain any contracts that were terminated.

(c) The past contracts shall meet the following:

Recency: Only contracts or subcontracts performed within the last three (3) years shall be considered.

Relevance: Relevant efforts are defined as historical work similar in scope, magnitude, complexity, and number of personnel to the project being considered.

Contractor shall provide a narrative of three projects of an identical or similar task as required by this PWS. These references shall be customers to whom the same or substantially similar services have been provided in the last three (3) calendar years. Each narrative shall include the name, phone number, mailing and e-mail address of the individual who can verify offeror's past experience. Limit each narrative to one (1) page.

2. PRICE: Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the proposed prices on all the CLINs.

(a) Contractor shall price all CLINs. Any offer which does not include a price for all line items and for which provides for other than a solitary price for each line item shall be rejected.

(b) In the event the unit price(s) and extended price(s) are ambiguous, the government shall use the indicated unit price(s) for evaluation and award purposes.

(c) The Government reserves the right to make an award on any item of a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

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

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by

either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(8)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(9) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [squ] is, [squ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [squ] is, [squ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian,

Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements--Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.  
-----  
-----  
-----

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
----- -	----- -
----- -	----- -
----- -	----- -

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
----- -
----- -

—
—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no

offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ( ) Have, ( ) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

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(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ( ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

( ) (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ) does ( ) does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

( ) (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ) does ( ) does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( ) TIN: -----.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other -----.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2011)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 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 (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

\_\_\_ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

\_\_\_ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (9) [Reserved].

\_\_\_ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

\_\_\_ (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (JUL 2010) of 52.219-9.

\_\_\_ (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

\_\_\_ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

\_\_\_ (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_\_\_ (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

\_\_\_ (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_\_\_ (24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

\_\_\_ (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

\_\_\_ (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

\_\_\_ (27) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

\_\_\_ (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_\_\_ (29) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

\_\_\_ (30) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 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.)

\_\_\_ (31) (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.)

\_\_\_ (32) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

\_\_\_ (33)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_\_\_ (34) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

\_\_\_ (35) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (36)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (37) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX\_ (38) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (39) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (40) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (41) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (42) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (43) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_XX\_ (44) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (45) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

\_\_\_ (46) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (47)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

\_\_\_

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

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

#### 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 the official bank exchange rate 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)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from ROBERT DEVISSER @ UNIT 5140 APO, AA 34038

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within

20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd, Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527.  
Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command  
Office of Command counsel  
Room 2-1SE3401  
1412 Jackson Loop  
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:  
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

(End of provision)

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

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

(End of clause)

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

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

[www.acqnet.gov/far](http://www.acqnet.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):

[www.acqnet.gov/far](http://www.acqnet.gov/far)

(End of clause)

## 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

## (a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

## (b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

## (2) Representation.

The Offeror represents that it-

\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2011)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_\_XX\_\_ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) \_\_XX\_\_ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) \_\_\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) \_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(5)(i) \_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(ii) \_\_\_ Alternate I (DEC 2010) of 252.225-7001.

(6) \_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) \_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(8) \_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

- (10) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) (i) \_\_\_ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (SEP 2008)
- (iii) \_\_\_ Alternate II (DEC 2010) of 252.225-7021.
- (12) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14) (i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.
- (iii) \_\_\_ Alternate II (DEC 2010) of 252.225-7036.
- (iv) \_\_\_ Alternate III (DEC 2010) of 252.225-7036.
- (15) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) \_\_\_ 252.227-7015, Technical Data--Commercial Items (MAR 2011) (10 U.S.C. 2320).
- (18) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) \_XX\_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) \_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (22) XX \_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (23) \_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (24) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (25) (i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(26) \_\_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(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 (16%)

(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)

PWS

**PERFORMANCE WORK STATEMENT (PWS) FOR:**

**TRANSLATION AND LIAISON SERVICES  
HEADQUARTERS, U.S. MARINE CORPS FORCES SOUTH  
AND  
U.S. MILITARY GROUP COLOMBIA**

**1.0 Part 1: GENERAL INFORMATION**

**1.1 Description of Services and Introduction:** The contractor shall, not later than three days after contract award, provide all personnel, equipment, tools, materials, supervision, other items, and non-personnel services necessary to manage written and oral translation and liaison services in support of visits, meetings, conferences and training of U.S. and Colombian personnel as directed by the Government in support of U.S. Marine Corps Forces South and the U.S. Military Group Colombia as defined in this PWS except as specified in Part 3 as government-furnished property and services. Liaison services shall also be provided as required by the Government to facilitate the planning, arrival, visit and departure of U.S. personnel to Colombian military bases and the production of documentation relative to the various special programs the Naval Mission is executing with the Colombian Marine Corps as part of its Country Security Cooperation Plan. The contractor shall perform to the standards in this contract.

**1.2 Background:** The U. S. Military Group (USMILGP) Colombia, in conjunction with the U.S. Country Team, U.S. Government Agencies and the Host Nation, provides Security Cooperation and military-to-military contact in order to assist in the elimination of drug trafficking and narco-terrorism, strengthen host nation military professionalism, conduct Counter Narco-Terrorism (CNT) operations, and eliminate threats to Colombia's sovereignty and democracy. The Naval Mission within USMILGP Colombia provides Joint Combat Service Support and planning assistance to U.S. Department of Defense (DOD) forces, U.S. Inter-Agency organizations (in accordance with the Economy Act), and security assistance functions/activities in support of Colombian security forces in accordance with U. S. foreign policy. With the advent of Plan Colombia, and subsequently, the Andean Ridge Initiative, the volume of Security Assistance material, equipment, and training to the Colombian military; training in the Counter Narco-Terrorism Program; and the support provided to deployed U.S. forces have created a significant increase in the missions/responsibilities of the USMILGP Colombia and U.S. Marine Corps Forces, South. To manage the support provided to this vast amount of personnel, equipment, and missions, translation and liaison service was established in order to assist in the planning and execution of the Counter Narco-Terrorism Program that supports the U.S. Southern Command (SOUTHCOM) Theater Security Cooperation Plan. With the progress made within Colombia to increase national security, USMILGP Colombia is now looking to increase the Colombian Marine Corps' capabilities to serve as a regional and global partner in the prosecution of peacekeeping, stability, and humanitarian assistance operations while not only maintaining, but also continuing to improve its current conventional and counter narco-terrorism capabilities.

**1.3 Objectives:** The objectives of this PWS are to provide support to the Colombian Marine Corps Security Cooperation Plan and to other security assistance, advisory and training programs within the Naval Mission to include:

**1.3.1** Written translation of material relevant to the U.S. Security Cooperation Plan for Colombia.

**1.3.2** Oral translation support to the Colombian Marine Corps and U.S. training and advisory teams deployed to Colombia.

**1.3.3** Liaison support to the Colombian Marine Corps and U.S. training and advisory teams deployed to Colombia.

**1.3.4** Program management expertise in the development, execution, and oversight of infrastructure and organizational programs implemented by the Naval Mission in support of the Colombian Marine Corps.

**1.4 Scope:** The written and oral translation and liaison services will support visits, meetings,

conferences and training of U.S. and Colombian personnel as directed by the Government in support of U.S. Marine Corps Forces South and the U.S. Military Group Colombia as defined in this PWS except as specified in Part 3 as government-furnished property and services. Liaison services shall also be provided as required by the Government to facilitate the planning, arrival, visit and departure of U.S. personnel to Colombian military bases and the production of documentation relative to the various special programs the Naval Mission is executing with the Colombian Marine Corps as part of its Country Security Cooperation Plan.

## **1.5 General Information**

**1.5.1 Quality Control (QC):** The contractor shall develop and maintain an effective QC program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QC program is the means by which he assures himself his work complies with the requirement of the contract. At a minimum, the contractor shall develop QC procedures addressing the areas identified in Technical Exhibit 1, Performance Requirements Summary." After acceptance of the QC plan by the contracting officer (KO), the contractor shall receive the KO's acceptance in writing of any proposed change to his QC system.

**1.5.2 Quality Assurance:** The government shall evaluate the contractor's performance under this contract in accordance with the quality assurance surveillance plan. This plan is primarily focused on what the government must do to ensure the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rates.

**1.5.3 Recognized Holidays:** The individual performing services under this PWS shall take into account mission requirements before scheduling leave or vacation time and all leave shall be coordinated in writing with the COR. As a general rule, individual shall abide by U.S. and Colombian observed holidays as specified in the Chief of Mission, U.S. Embassy annual holiday policy.

**1.5.4 Hours of Operation:** Normal hours for oral translation and liaison services are from 0800 through 1700 local time, Monday through Friday, with flexibility required to work additional hours in order to meet mission requirements. The Contracting Officer's Representative (COR) is responsible for supervision of hours worked, approving overtime hours, compensation time, and supervising information in time cards. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this performance work statement (PWS) when the government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

**1.5.4.1** Due to mission requirements such as the deployment of U.S. teams to Colombia, performance of oral translation and liaison duties shall often be required during nonstandard working hours and in excess of 48 hours per week.

**1.5.4.2** Liaison personnel shall be on call after duty hours via cellular telephone provided by USMILGP Colombia.

**1.5.5 Place of Performance.** Written translation shall be performed at a site determined by the Contractor. Oral translation and liaison services shall be performed at sites throughout Colombia and in other countries where the U.S. has a security cooperation interest as determined by the USMILGP Colombia Commander.

**1.5.5.1 Substandard and/or Hostile Living and Work Conditions:** Oral translation and liaison services as provided by this contract may require that Contractor personnel travel to remote sites within Colombia

considered high threat environments or “red zones” by both U.S. and Colombian Government agencies and where freedom of personal movement shall be limited or nonexistent. While working in these sites, Contractor personnel may be required to live on Colombian military bases in shared quarters with U.S. and/or Colombian military personnel. Additionally, services will be required during exercises and/or training where Contractor personnel shall be required to live and work in field conditions which may require Contractor personnel to sleep in the open (no tent or building) and eat either field rations or rations prepared in field conditions.

**1.5.6 Physical Security Requirements:** The contractor shall be responsible for safeguarding all government property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

**1.5.7 Special Qualifications:**

**1.5.7.1 Passport:** Contractor personnel shall possess a current Colombian or U.S. passport with any / all required visas.

**1.5.7.2 Language Capability:** Contractor personnel shall possess a professional working proficiency of the Spanish and English languages.

**1.5.7.3 Special Training:** Contractor personnel must have completed U.S. Southern Command mandated Force Protection and Personnel Recovery (SERE Level B) training or equivalent training from the Colombian Armed Forces.

**1.5.7.4 Computer Competency:** Contractor personnel shall possess a professional working proficiency in the Microsoft Office suite of applications (Word, Excel, PowerPoint and Project).

**1.5.7.5 Weapons Qualifications:** Contractor personnel shall be qualified with the M-9 Service Pistol per USMILGP Colombia policy. Individuals shall be provided access to range facilities to maintain weapons proficiency and qualifications.

**1.5.7.6 Training:** Contractor personnel shall arrive fully trained and qualified for the performance of this task order, but will be authorized specific job-related refresher training.

**1.5.7.7 Legal and Administrative Status:** Contractor personnel shall be in good legal and administrative status with the Colombian Military and the U.S. Embassy Bogotá and must not have been the subject at any previous time of any adverse or disciplinary actions – administrative or otherwise – from USMILGP Colombia, U.S. Southern Command, the U.S. Embassy Bogotá or Government of Colombia agencies.

**1.5.8 Post-award Conference or Periodic Progress Meetings:** The contractor agrees to attend any post-award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The KO, contracting officer's representative (COR), and 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. When conducted in Bogotá these meetings shall be at no additional cost to the government and when conducted outside of Bogotá the contractor shall be allowed to bill any required travel to attend the meeting to this contract.

**1.5.9 Contract Manager:** The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the KO. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this

contract.

**1.5.10 Identification of Contractor Employees:** All Contractor personnel shall adhere to USMILGP Colombia and U.S. Embassy identification requirements. All contract personnel attending meetings, answering government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are government officials. They must also ensure all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

## **Part 2: Definitions and acronyms**

This section includes all special terms and phrases used in the PWS. Each definition provided should be carefully considered; that definition becomes binding for all requirements in the contract. This section should also contain a complete listing of all acronyms used; giving both the acronym and the term the acronym represents.

PWS: Performance Work Statement

Contracting Officer's Representative (COR): A representative from the requiring activity appointed in writing by the KO to perform surveillance and to act as liaison to the contractor.

Defective Service: A service output that does not meet the standard of performance associated with it in the PWS.

Quality Control (QC): Actions taken by a contractor to control the performance of contracted services to meet PWS requirements.

Quality Assurance: Actions taken by the government to assure contracted services meet PWS requirements.

Quality Assurance Surveillance Plan (QASP): A written document specifying the surveillance method used for surveillance of contractor performance.

## **Part 3: Government-furnished Items and Services**

**3.1 Equipment.** The Government shall provide all tools, computer services, cellular phone, DVD/TV, and supplies necessary during the conduct of oral translation. Government resources shall be returned to the Government upon completion of this contract.

**3.2 Office Space.** Conditions of workspaces provided by Colombian military forces while working at remote sites are usually substandard and may be made available on a case-by-case basis. It should be the expectation that no office space will be available when conducting translation and liaison services in field conditions.

**3.3 Information Manuals.** The Government shall provide U.S. operational manuals and additional U.S. reference documentation required in support of this task. This includes access to password controlled military and other government web sites as required.

**3.4 Intellectual Property.** All reports, decisions, recommendations, plans and concepts, either written or verbal, derived by this contract shall be the property of the US Government.

**3.5 Services:**

**3.5.1 Facilities:** During the period of performance of this PWS, the assigned individual shall be provided adequate office space including access to unclassified phone(s); desk, chair, conference table; and conveniences as provided to the U.S. workforce in a climate-controlled environment while working in Bogotá.

#### **Part 4: Contractor-furnished Items and Services**

**4.1 General:** Except for those items specifically stated to be government-furnished in Part 3, the contractor shall furnish everything required to perform this PWS.

**4.2 Security Clearance:** No security clearance is required under this PWS. Should the USG determine in the future that a requirement for a security clearance exists, the contractor shall be provided adequate advance notice of the requirement and the minimum security clearance level required in order to obtain the required clearance from the Defense Industrial Security Clearance Office for the incumbent employee. Costs associated with obtaining a security clearance for the incumbent shall be considered an allowed charge to the contract.

#### **Part 5: Specific Tasks**

**5.1 Specific Duties.** The individual filling this position will be responsible for the following:

**5.1.1 Written Translation Services.** Written translations of written material from Spanish to English and English to Spanish as provided by the COR. Translated written material shall be proofed for content, syntax, grammar and spelling prior to delivery to the Government. The COR shall provide clarification to the Contractor of the content of written material to be translated in a timely manner, if required, in order to adequately complete the translation by the required delivery date. Anticipated written translation services include, but are not limited to, the translation of 1,000 pages of orders, directives, publications, technical manuals, class material and presentations in support of U.S. Naval Mission security assistance programs.

**5.1.2 Oral Translation Services.**

**5.1.2.1 Simultaneous oral translation services** from Spanish to English and English to Spanish to support visits, meetings and conferences of U.S. and Colombian personnel as required by the U.S. Government. Oral translation services shall include, but not be limited to, presentations, meetings, classes and discussions in support of Mobile Training Teams, counter narco-terrorism missions, counter insurgency missions and Traditional Commander's Activity events in support of U.S. Naval Mission security cooperation programs. Additionally, oral translation services shall not be limited to formal occasions and may include conversations which would be expected to occur during social in-calls, meals and during travel.

**5.1.2.2** The Contractor shall ensure that personnel assigned to perform oral translation services under this contract are available in the location and at the time designated by the COR. Anticipated oral translation services include, but are not limited to 1,040 hours of regular translation and 390 hours of overtime translation per year.

**5.1.3 Liaison Services**

**5.1.3.1** Liaison services shall be provided both concurrent with oral translation services and in addition to oral translation services. Liaison services are defined as including the following:

- Provide planning support and advice and assist in the communications, logistics and administrative support to U.S. training teams deployed in support of host nation units, to include required coordination for the delivery and receipt of personnel, services and equipment.

- As a Subject Matter Expert in infantry training and tactics, function as a consultant/advisor to the Colombian Marine Corps making recommendations for improvement where needed with emphasis on doctrine, personnel, unit readiness planning, operational planning, communications, maintenance management, mobility and counter mobility operations and logistics.
- Maintain close and continual professional liaison with the Commandant of the Colombian Marine Corps, his general staff, the Commanders and staffs of subordinate Colombian Marine Corps commands the various schools which fall under the Colombian Naval Forces Direction of Education and Doctrine, and the Colombian Military general staff sections responsible for education and training.
- Provide liaison support to the USMILGP in the transition of programs which have been developed with the assistance of USMILGP Colombia to a fully sustainable capability which can be utilized to provide training and advisory support to regional partners.
- Provide liaison support to the USMILGP in the development and implementation of initiatives to transition the Colombian Marine Corps to a regional partner capable of conducting stability, peacekeeping and humanitarian assistance operations on a regional and global scale.
- Provide liaison support to the USMILGP in the transformation of the Colombian Marine Corps into an expeditionary force in order to increase its influence in promoting regional stability.
- Provide planning support and advice and assist in the communications, logistics and administrative support to U.S. training teams deployed in support of host nation units, to include required coordination for the delivery and receipt of personnel, services and equipment.
- Provide liaison support to the MILGRP for the planning and execution of U.S. Marine Corps Forces South funded exercises in which the Colombian Marine Corps participates.
- Provide liaison support to the MILGRP in the U.S. Defense Institutional Reform Initiative (DIRI) being implemented with the Colombian Ministry of Defense and Military Forces and the Colombian Ministry of Defense education reform program (Sistema Educativo de las Fuerzas Militares – SEFA) being implemented with the Colombian Military Forces.
- Assist the Colombian Marine Corps in planning for force structure, training, and equipping of its forces and with the on-going Naval Mission and U.S. Marine Corps Forces South efforts involved in renovating the Colombian Marine Corps logistics infrastructure and functions; establishing career paths and military occupational specialties; reforming the Colombian Marine Corps manpower management system; implementing training management and unit readiness planning; establishing maintenance management, supply and distribution policies and procedures; and assisting in establishing orders, directives and standards for motor transport operations and maintenance, bulk fuel operations and maintenance, water survival, designated marksman, drill instructor, formal instructor and martial arts programs.
- Assist the Colombian Marine Corps in the development of project plans for the establishment of the Colombian Marine Corps Regional Training Center in Jesus del Rio, Zambrano, Bolivar or other location as determined, to include master plan development, design and requirements determination, resource utilization, budget development, socio-political impact studies, and infrastructure support studies.
- Serve as a liaison and escort officer for official visits to Colombia by Distinguished Visitors and other personnel as required.
- Attend required presentations and meetings with information prepared prior to the event and with follow up reports submitted within one week of end of event.

**5.1.3.2** The Contractor shall ensure that personnel assigned to perform liaison services under this

contract are available in the location and at the time designated by the COR. Liaison services to be provided in addition to the oral translation services identified in paragraph 2.2.2 are anticipated to include, but are not limited to 3,400 hours of regular time and 1,245 hours of overtime services per year.

**5.2** Oral translation and liaison services for this contract are anticipated to be provided as follows:

LOCATION	PERIOD OF PERFORMANCE	EVENT
Bogotá	May 8 – 14, 2011	ColMar Supply Management and Inventory Control Assessment
Bogotá	May 15 – 21, 2011	Naval Forces Recruiting Command SMEE
Mahates	May20 – June 4 2011	ColMar Tactical Vehicle Operations and Maintenance MTT
Mahates	May 20 – June 4, 2011	ColMar Wrecker Operations / Recovery MTT
Coveñas	June 12 – 18, 2011	ColMar Martial Arts Program (MCMAP) SMEE
Coveñas	June 12 – 18, 2011	ColMar Drill Instructor Program SMEE
Coveñas	June 12 – 18, 2011	ColMar Marksmanship Program SMEE
Coveñas	June 12 – 18, 2011	ColMar Water Survival Program SMEE
Barrancabermeja	Jun 19 – July 9, 2011	Bulk Fuel Operations and Maintenance MTT
Bogotá	July 10 – 16, 2011	ColMar Unit Readiness Planners Conference
Quantico, VA, USA	July 17 – 23, 2011	USMC Officer Candidates School Visit
Bogotá	July 10 – 30, 2011	ColMar Maintenance Management MTT
Coveñas	July 31 – August 20, 2011	Combat Logistics Patrol / Counter IED MTT
Corozal and Buenaventura	August 14 – 27, 2011	ColMar Manpower Management Assist Visit
Coveñas	August 21 Aug – September 10, 2011	Non-Lethal Weapons MTT
Turbo	Two weeks in August of 2011	Riverine Tactics Exercise

*\* These locations and dates are not currently fixed. Additionally other locations and dates may be added during the course of the contact, depending on the Government's needs.*

**5.2.1** Actual performance dates and times of oral translation and liaison services will be coordinated between the Contractor and the COR. The Contractor may bill per event, or at the end of the contract period. Contractor must submit all invoices to the COR for verification and acceptance. All items billed under travel and Other Direct Costs (ODC) must be supported with a breakdown of expenses and receipts. Performance under any of the line items must be pre-approved by the COR prior to Contractor performance.

**Part 6: General Contractor Requirements:** The Contractor personnel assigned to perform tasks under this contract shall have the following qualifications to be awarded and to perform under this contract:

**6.1** Education and Experience: Contractor personnel shall have a Bachelor's degree and a minimum of fifteen years experience working directly with foreign military and police units involved in counter narco-terrorism and riverine missions.

## **6.2 Specific Skills Based Knowledge**

**6.2.1 Expertise:** Contractor personnel assigned to perform tasks under this contract shall have extensive knowledge of the following:

- Program management policies, concepts, practices and principles in order to analyze and develop recommendations for program operations and objectives. The position requires strong management, drafting, analytical and interpersonal skills and encompasses the major elements of program management, including resource management, analysis, coordination, reporting and policy formulation and execution orally and in writing in both English and Spanish.
- Current knowledge of Colombian Government and military structures and functions to include current knowledge of applicable Colombian laws, agreements, regulations and policies governing Colombian military operations with an emphasis on Colombian Naval Forces and Colombian National Police.
- Current knowledge of the political, economic, legal, and military environment of Colombia and the regional factors affecting the U.S. and Colombian counter-narcotics programs in order to adequately analyze and coordinate program and mission objectives.
- Current knowledge of the U.S. Department of Defense sponsored Defense Institution Reform Initiative (DIRI) for the reform of doctrine and education currently being implemented by both the Colombian Ministry of Education and the Ministry of Defense.
- Current knowledge of Colombian education and training programs and procedures, to include but not limited to secondary, vocational, and university; curriculum development; and education and training reforms currently being implemented by both the Colombian Ministry of Education and the Ministry of Defense under the Sistema Educativo de las Fuerzas Armadas (SEFA).
- Current knowledge of current U.S. Marine Corps and Naval Special Warfare missions, organizations and deployment requirements.

**6.2.2 Functional Skills and Experience:** Contractor personnel assigned to perform tasks of this scope must have extensive knowledge of the following:

- Experience in planning and conducting Riverine and Supporting Operations and in military combat arms with an emphasis in infantry tactics and maneuver warfare in a combat arms unit.
- Experience in the training of foreign military and police forces, specifically units involved in counter narco-terrorist activities.
- Experience in planning, coordinating, conducting, supervising and evaluating training provided by U.S. training teams to foreign military and police forces involved in counter narco-terrorist activities.
- Superior skill in applying complex analytical and problem solving methods to evaluate programs and recommend appropriate corrections with experience as a skilled negotiator required in order to coordinate sometimes widely divergent views that exist between U.S. Government agencies and the host nation.
- Skill in oral and written communication in both English and Spanish in order to prepare and present complex analyses, recommendations and solutions, including reporting cables, speeches, proposals and reports.
- Knowledge of current Colombian Marine Corps development programs, to include Logistics Infrastructure Reformation, Military Occupational Specialties and Manpower Management System

Development, Designated Marksman, Water Survival, Drill Instructor Cadre, Motor Transport Operations and Maintenance, Mobility Battalion Program Development, Martial Arts, Bulk Fuel Operations and Maintenance, Formal Instructor and Curriculum Development, and the U.S. Marine Corps programs associated with these programs.

- Knowledge of the current development strategy and plans for the establishment of the Colombian Marine Corps regional Training Center.
- Knowledge of current Colombian Military Forces in general and Colombian Naval Forces specifically; to include, Colombian Naval Forces policy formulation processes, staff organizations and functions, budgeting processes, maintenance organizations, manpower management systems and training programs and methodologies.
- Functional knowledge of and skill in using management information systems, to include word processing, project management, accounting, data base management and graphics applications. Knowledge of basic statistics, accounting, budget and economic principles and techniques.

## **Part 7: Contractor Requirements.**

**7.1 Exclusion from Performance.** The Contracting Officer and/or COR reserve the right to exclude any Contractor personnel from performance under this contract if any information exists that the employee is a security risk. The exclusion of Contractor personnel for security reasons shall not relieve the Contractor from performance of services required under this contract.

### **7.2 Travel.**

**7.2.1 Local Travel.** Local travel will be reimbursed at actual expense unless otherwise specified in the contract. Local travel is hereby defined to mean any and all travel within a fifty-(50)-mile radius of the place of performance. Local travel does not include per diem (e.g. meals).

**7.2.2 Travel Reimbursement.** Travel both internal and external to Colombia shall be required during the performance of this contract. The COR will notify, whenever possible, Contractor personnel a minimum of five days in advance of the requirement. The Contractor is responsible to execute Contractor travel under this contract according to U.S. Joint Federal Travel Regulations (JFTR). All travel associated with this requirement shall be reimbursed on a cost reimbursable basis in accordance with the JFTR. Notwithstanding the JFTR, the Contractor shall turn-in all receipts for any item claimed in excess of \$25.00; this includes but is not limited to: taxi services, hotel receipts, gasoline bills, air plane tickets, etc. General and administrative overhead or any indirect cost shall not be paid unless specifically proposed, evaluated and included in the award document. No profit shall be billed on travel. NOTE: Air travel in excess of economy rate will not be reimbursed IAW the JFTR.

**7.2.3 Air Transportation.** Travel internal to Colombia shall be required during the performance of this contract. The use of either U.S. Military and/or Colombian conveyances during travel may be required due to limitations and restrictions or unavailability of commercial air. Contractor personnel may be authorized use of Government air transportation during performance of this contract per DoD 4515.13-R. The contractor agrees that the contractor's employees using such air transportation will, as required by DoD 4515.13-R, execute DD Form 1381, Air Transportation Agreement, release and discharge the United States, its agents, servants, or employees from any and all claims for property damages and/or personal injury or death resulting from or during the use by the contractor's employees of such air transportation or from ground operations thereto, whether such claims are on behalf of the employee, his or her representatives, or their assignees. The contractor further agrees that in consideration of the contractor's employees being permitted use of such Government air transportation, the contractor releases shall obtain appropriate liability insurance covering losses by or to the contractor and his or her employees in the use of Government air transportation. The requirement to obtain such insurance may

be waived by the contracting officer upon request by the contractor demonstrating that such insurance is not available, not cost-effective, or otherwise not advantageous to the Government from liability in excess or in addition to any such insurance as may be obtained.

**7.3 Medical.** Medical treatment of Contractor personnel is not covered under this contract. However, if Contractor personnel become injured or ill during performance under the contract while at a remote location they may be provided assistance by the US or Colombian Government insomuch as to keep them from losing life or limb.

**7.4 Allowable Expenses:** The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount awarded on this delivery order by the Government; and the Contractor is not obligated to continue performance under this delivery order or otherwise incur costs in excess of the total amount awarded under this delivery order.

**7.4.1 Reimbursable Other Direct Costs:** These costs include supplies that may be required during the performance of this contract for items to be given to the Colombian Military or in support of an event directly supporting the Naval Mission's security cooperation plan. It does not include the supplies required by the Contractor to complete the daily tasks under this contract. All items under this CLIN shall be approved by the COR before being purchased. General and administrative overhead or any indirect cost shall not be paid unless specifically proposed, evaluated and included in the award document. No profit shall be billed on these items.

## **Part 8: Contractor Responsibilities.**

**8.1 Release of Information.** All information provided to the Contractor by the Government shall be protected from public disclosure in accordance with the markings contained thereon and the limitations on release contained in FAR Part 3. Additionally, all information related to the items to be delivered or the services to be performed under this contract shall not be disclosed by any means without prior approval of the U.S. Southern Command Foreign Disclosure Officer and/or the USMILGP Colombia Foreign Disclosure Officer as applicable.

**8.1.1 Unauthorized Disclosure:** The Contractor shall protect from unauthorized disclosure, any materials, or information made available by the Government, or that the Contractor has access to by virtue of the provisions of this contract, that are not intended for public disclosure. The materials and information made available to the Contractor by the Government, or that the Contractor comes into contact with in completing this contract, are the exclusive property of the Government. Any information or materials developed by the Contractor in the performance of this contract are also the exclusive property of the Government. Upon completion or termination of this contract, the Contractor shall turn over to the Government, all materials that were developed by the Contractor in the performance of this contract. The Contractor shall sub-hand receipt for and maintain in an acceptable condition all Government-furnished items. This section also relates to all information received from foreign sources.

**8.1.2 Foreign Disclosure:** The Contractor shall not disclose U.S. material to foreign individuals or entities without adhering to proper foreign disclosure procedures.

**8.1.3 Proprietary Information:** In the event the contractor is required to gain access to proprietary information of other companies, the contractor shall be required to execute agreements with those companies, to protect the information from unauthorized use and refrain from using it for any purposes other than for which it was furnished, as prescribed by FAR 9.505-4.

**8.2 Inherently Governmental Functions:** The Contractor shall not perform any inherently governmental actions under this contract. No contracted individual shall hold him or her out to be a Government employee, agent, or representative. No contracted individual shall indicate, orally or in writing, at any time that he or she is acting on behalf of the Government.

**8.3 Permits, Taxes, Licenses, Ordinances and Regulations:** The contractor shall, at his own expense, obtain all necessary permits; insurances; give all notices; pay all license fees; taxes; comply with all Federal, State, Municipal, County, and local Board of Health ordinances, rules, and regulations applicable to the business carried under this delivery/task order; and be responsible for all applicable State Sales and Use Taxes.

**8.4 Contractor Liability:** The Government shall not be liable for any injury to the contracted persons, or damage to the contractor's property, unless such injury or damage is due to negligence on the part of the Government, and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority. The contractor shall save and hold harmless, and indemnify the Government against any and all liability, claims, and costs of any kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of, the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor.

**8.5 Use of Intoxicating Substances:** Alcoholic beverages or other impairing agents shall not be consumed eight hours prior to beginning of transportation, or during performance of tasks under this contract. The use of illegal substances by Contractor personnel while performing under this contract is strictly prohibited. The Contractor shall immediately remove and replace employees who appear to be under the influence of any prohibited substance.

**8.6 Subcontracting:** Subcontracting is not authorized under this contract, unless previously approved in advance by the Contracting Officer.

**8.7 Invoices:** Contractor shall ensure proper invoices, with supporting documentation, are received by the certifying official within five (5) days of date prepared. Standard Form 1034, Public Voucher or Purchases and Services Other Than Personal, will be completed and attached to invoices, with supporting documentation, submitted for payment. Invoices, original and one copy, will be submitted monthly by the contract employee's company to the Budget Office, USMILGP Colombia.

**8.7.1** The following information shall be included on Standard Form 1034, Public Voucher For Purchases and Services Other Than Personal:

**8.7.1.1** Name and address of company.

**8.7.1.2** Contract number/task order number.

**8.7.2.3** Invoice number.

**8.7.2.4** Period of performance.

**8.7.1.5** Account number/TIN of Contract Company.

**8.7.1.6** Adequate description of supplies delivered or services performed to include the contract/purchase/task order and CLIN number applicable.

**8.7.2.7** List other direct charges and the amount.

**8.7.2.8** List relocation costs, if applicable, and covered by the contract.

**8.7.2.9** List all travel taken during the period of performance and the amount charged to the contract.

**8.7.2.9.1** Attach copy of airline tickets.

**8.7.2.9.2** Attach copy of other documentation used to support official travel.

**8.7.10** Printed name, telephone number, and title, of authorized Government official certifying goods/services received.

**8.8** Additional Clauses.

**8.8.1** FAR 52.251-2, Interagency Fleet Management System Vehicle and Related Services

**8.8.2** FAR 52.228-7, Insurance Liability to Third Persons, April 1984

**8.8.3** DFAR 252-233.5, Drug Free Workplace

**8.8.4** DFAR 252-223-7004, Drug Free Work Force

**8.8.5** DFAR 252-204-7005, Oral Attestation of Security Responsibilities

## **Part 9: FORCE MAJEURE.**

**9.1** Definition of Force Majeure: Force Majeure as used in this article shall mean an act of God, industrial disturbance, exclusive of those related to labor disputes, acts of the public enemy, war, blockage, public riot, lightning, fire, flood, hurricane, earthquake, explosion, government restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension of those services enumerated herein this contract.

**9.2** Notice of Force Majeure: If either party is rendered unable, wholly or in part, by Force Majeure, to carry out its obligations under this contract, such party shall give to the other party prompt written notice of Force Majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving notice, so far as they were affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected party shall use all possible diligence to remove the Force Majeure as quickly as possible. In the event the contractor is unable to carry out its obligations under this provision, the MILGP COLOMBIA may upon thirty- (30) days written notice cancel this contract in whole or in part without any obligations or liability of the MILGP COLOMBIA.

## **Part 10: SPECIAL REQUIREMENTS.**

**10.1** General: All documents and deliverables described herein and amendments or modifications thereto shall be submitted in a professional manner and on the prime contractor's letterhead

**10.2** Reporting Requirements.

**10.2.1** Monthly Activity Reports: Monthly activity reports must be submitted to the COR with the monthly invoice. Reports must be submitted on the prime contractor's letterhead.

**10.2.2** Other Reporting Requirements: In addition to the Monthly Progress Reports required in Paragraph 2.3, the contractor shall provide the following:

**10.2.2.1** The contractor shall inform the COR in writing, of the actual task starting date, on or before the starting date.

**10.2.2.2** The contractor shall bring problems or potential problems affecting performance to the attention

of the COR as soon as possible. Verbal reports will be followed up with written reports when directed by the COR. Additional reports may be required and negotiated.

**10.3 Key Personnel:** This is an essential personnel position. In order to ensure a smooth and orderly start up of work, it is critical that the key personnel specified in the contractor's proposal be available on the effective date.

**10.3.1** The contractor shall not remove or replace any individual designated as "Key personnel" without the written concurrence of the COR. Prior to utilizing other than individual specified in the quote, the contractor shall notify the Contracting Officer and the COR. This notification shall be no later than ten (10) calendar days in advance of any proposed substitution and shall include justification (including resume(s) of proposed substitution(s) in sufficient detail to permit evaluation of the impact on the contract.

**10.3.2** Substitute individual qualifications shall be equal, or greater than, those of the individual being substituted shall. If the COR determines that the proposed substitute individual is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work, the contractor may be subject to default action.

**10.3.3** In the event that the performance of assigned contractor individual or any substitute(s) is determined by the Government to be unsatisfactory, the Government reserves the right to request and receive satisfactory individual replacement within ten (10) calendar days of receipt by the contractor of written notification. Notification will include the reason for requesting replacement individual. Replacement individual must have the same minimum qualifications and meet any applicable security requirements.

**PERFORMANCE REQUIREMENTS SUMMARY  
FOR  
U.S. MILITARY GROUP BOGOTÁ TRANSLATION AND LIAISON SUPPORT CONTRACT**

<b>PWS Reference</b>	<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>Monitoring Method</b>	<b>Remedy</b>
2.1.1	Accuracy of Written Translation Services	Written translation of written material from Spanish to English and English to Spanish shall be proofed for content, syntax, grammar and spelling prior to delivery to the Government.	95% compliance required	COR Surveillance  Written Customer Complaint	Poor performance results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
2.1.1	Timeliness of Written Translation Services	Written translation of written material from Spanish to English and English to Spanish are delivered on time per the delivery schedules established by the COR.	95% compliance required	COR Surveillance  Written Customer Complaint	Poor performance results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may

					result in contract termination.
2.1.2.1	Accuracy of Oral Translation Services	Oral translation from Spanish to English and English to Spanish in support of visits, meetings and conferences of U.S. and Colombian personnel are completed accurately per the delivery schedules established by the COR.	95% compliance required	COR Surveillance  Written Customer Complaint	Poor performance results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
2.1.3.1	Accuracy of Liaison Services	Liaison services are completed accurately per the delivery schedules established by the COR.	95% compliance required	COR Surveillance  Written Customer Complaint	Poor performance results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
2.2	Timeliness of Oral Translation and Liaison Services	Contractor personnel are present in the location and at the time required per the delivery schedules established by the COR.	100% compliance required	COR Surveillance  Written Customer Complaint	Poor performance results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.

**Note to Contractor** – Any single non-compliant action occurring two times or an accumulation of two non-compliant actions across the PWS may result in a CURE NOTICE being sent.

