

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 51		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-10-R-0012		6. SOLICITATION ISSUE DATE 17-Feb-2010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANNABELLE MILLER			b. TELEPHONE NUMBER (No Collect Calls) 571-383-4227		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 23 Feb 2010	
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 type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO USMILGP COLOMBIA - ARMY MISSION LTC DARRY L LONG NUEVA ZONA DE AVIACION HANGAR 18 BOGOTA TEL: 266 1209 FAX:		CODE WF7LKT	16. ADMINISTERED BY					CODE
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY				CODE	
TEL.		FACILITY 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 type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>					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**

**NOTICE TO OFFERORS**

SUBMIT PRICE PROPOSAL IN BOTH U.S. DOLLARS AND COLOMBIAN PESOS FOR THE NUMBER OF HOURS STATED IN THE SOLICITATION. OFFEROR PROPOSAL SHALL BE EVALUATED BASED ON U.S. DOLLAR CURRENCY.

SUBMISSION OF QUESTIONS: Submit all clarification questions NO LATER THAN 18 February 2010, 1000 local (Bogota) time relating to this solicitation in writing via email to the following:

Annabelle F. Miller

[annabelle.miller@tcsc.southcom.mil](mailto:annabelle.miller@tcsc.southcom.mil) / [annabelle.miller@us.army.mil](mailto:annabelle.miller@us.army.mil)

OR

Robert R. Devisser

[robert.devisser@tcsc.southcom.mil](mailto:robert.devisser@tcsc.southcom.mil)

All questions shall reference solicitation number (W913FT-10-R-0012) and include the applicable section/paragraph/schedule of the Performance Work Statement and RFP Solicitation. Please be specific addressing technical questions relating to this solicitation.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1,235	Hours		

ROTARY WING AIRLIFT SERVICES  
FFP

Contractor shall provide airlift services to transport Colombian Military (COLMIL) forces personnel, Republic of Colombia, civil servants, equipment and cargo to and/or from Intermediate Support Bases (ISBs) as required in Colombia. Contractor is responsible for providing all required resources for airlift services (i.e., helicopters, personnel, equipment, tools, lubricants, maintenance, security, survival equipment, administration and management functions) IAW the Performance Work Statement (PWS).

Contractor is authorized to provide services for up to 130 hours per month. Neither the user, COR or the contractor is authorized to go over this maximum number of hours, unless a prior written authorization is obtained from the Contracting Officer through the COR.  
FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lot		

CONTRACTING MANPOWER REPORTING  
FFP

Contractor shall complete contractor manpower reporting IAW Par 17.1 of the Performance Work Statement (PWS).  
FOB: Destination

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NET AMT

**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

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 16-MAR-2010 TO 31-DEC-2010	N/A	USMILGP COLOMBIA - ARMY MISSION LTC DARRY L LONG NUEVA ZONA DE AVIACION HANGAR 18 BOGOTA 266 1209 FOB: Destination	WF7LKT
0002	POP 16-MAR-2010 TO 31-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

**PERFORMANCE WORK STATEMENT**  
**Heavy Lift Rotary Wing Airlift Services**  
**U.S. Military Group**  
**Colombia South America**

**1.0**     **Scope**

1.1     Background:     United States Military Group – Colombia (USMILGP-CO), in cooperation with the US Embassy Country Team, U.S. Government agencies, and the Government of the Republic of Colombia (GOC) provides Security Assistance and military to military contact in order to eliminate drug trafficking and narco-terrorism; strengthens Colombian Military (COLMIL) professionalism; conducts counter drug narco-terrorism (CNT) operations and eliminates the threat to Colombia’s sovereignty and democracy in compliance with the GOC Democratic Security Policy (Política de Seguridad Democrática). Since FY 2003, USMILGP-CO’s mission and responsibilities have increased significantly in support of Plan Colombia. This event occurred as a result of the advent of new GOC/COLMIL operational initiatives. The Army Mission (ARMIS) is responsible for providing the COLMIL Joint Task Force (JTF) airlift support. SECLOG requires rotary wing airlift support to transport armed COLMIL personnel, GOC civil servants and equipment/cargo to/from Intermediate Support Bases (ISB’s) as required.

1.2     Objectives:     The Contractor shall provide Heavy Lift Rotary Wing Airlift support service in support of the Colombian Military (COLMIL) forces’ logistics requirements for personnel and equipment/cargo transportation throughout the country of Colombia as part of Plan Colombia. The Contractor shall provide all resources to meet the requirements/terms and provisions of this contract to include, but not limited to personnel, services, equipment, tools, lubricants, fuel (on limited occasions), facilities, maintenance, security, survival equipment, administration, and management functions. This contract is not in support of US Department of Defense personnel or cargo, but is solely for the use of the COLMIL and supporting agencies.

**2.0**     **References**

2.1     FAA Part 135, Operating Requirements: Commuter and On Demand Operations and Rules Governing Persons on Board Such Aircraft (U.S. aviation) and/or equivalent Colombian aeronautical civil regulation.

2.2     32 CFR Part 861, Department of Defense Commercial Air Transportation Quality, and Safety Review Program (U.S. aviation regulation) and/or equivalent Colombian aeronautical civil regulation.

2.3     NTSB & Form 6120.1 for Incident Reports

2.4     International Civil Aviation Organization (ICAO)

**3.0**     **General Area of Operation (AO) and Situation**

3.1     The normal area of operation is in the South Central part of Colombia in support of Joint Task Force Omega in the Caquetá/Guaviare areas. The Contractor will normally land at secure ISB’s located in a semi-secure operational area with enemy/hostile forces in close proximity, and aircraft may occasionally be the target of light hostile ground fire. However, the Contractor shall be able to support COLMIL operations throughout the country of Colombia as part of Plan Colombia. The Contractor shall have the capability to forward stage helicopters throughout the country at sites such as San Jose de Guaviare, Tres Esquinas, Uribe, Larandia, or similar locations as mission dictates. The Contractor shall have the capability to deploy helicopters in support of mission requirements to the following sample locations and similar locations throughout the country: Apiay, Arauca, Araracuara, Barranquillita, Bogota, Calamar, Cartagena, Cartagena de Charia, Cali, Florencia, Granada, La Macarena, Larandia, La Tagua, La Uribe, Medellín, Mesetas, Miraflores, Mitu, Naiva (Huila), Peñas Coloradas, Puerto Asis, Puerto Leguizamo, Rio Hacho, San Jose de Guaviare, Santa Marta, San Vicente de Caguan, Santurna Putumayo, Saravena, Tolomaida, and Tres Esquinas.

**4.0**     **Aviation Operational/Certification/License Requirements**

4.1 Commercial Transport of Personnel and Cargo. The Contractor shall ensure that it is licensed and certified to fly, operate and maintain rotary wing aircraft in Colombia for the commercial transport of personnel and cargo. The proposal will provide proof that the contractor is able to operate in Colombia. Aircraft supporting this mission shall have Colombian Registration with an "HK" tail number. The Colombian Aeronáutica Civil and Colombian Military (specifically regarding restricted military air space and bases) laws and regulations apply.

## **5.0 General Aircraft Specifications and Requirements**

5.1 Minimum Aircraft Requirements. Multi-engine, unpressurized helicopters with the capability to fly to a Mean Sea Level (MSL) of 12,000 ft and nap of the earth, with a capacity to transport a minimum of 22 armed soldiers (average weight of 200 lbs. each) carrying an individual load (50 pounds each), or up to 4 tons of internal or 3 tons of external (sling load) cargo (or a combination thereof). Aircraft shall be able to fly a minimum of 250 miles with autonomy of 2 hours. Aircraft must be registered in Colombia (ie: HK tail number)

5.2 Armoring. Aircraft shall have, as a minimum, armored protection in/on the cockpit floor boards to stop 7.62mm rounds in order to protect the pilot and co-pilot in the cockpit.

5.3 Survival Equipment. Aircraft shall be equipped with at least a knife, signal mirror, flares, matches, blankets, water, food/rations, candles, water purification tablets, collapsible water bag, whistle, magnesium fire starter and rope.

5.4 Communication/Navigation Equipment. Aircraft shall have communication and navigation equipment, to include but not limited to: Global Positioning Satellites (GPS) with a minimum of one portable GPS locator, an AM Aeronautical Transceiver with one 1360 channel VHF-AM (VHF-1), VHF-FM Aeronautical and a Transceiver with one 920-channel VHF-FM (FM-1) Aeronautical Transceiver. Aircraft shall be equipped with the appropriate instruments to fly in Instrument Meteorological Conditions (IMC) or at a minimum recover from inadvertent IMC. Proof of Aircraft instrument configuration or IFR Certification will meet this requirement.

5.5 Cargo Requirements. All classes of supply, to include hazardous materials (HAZMAT), i.e., petroleum, ammunition, etc., will be transported. The Contractor shall comply with all Colombian HAZMAT air transport laws and regulations. Aircraft shall possess hooks for external cargo and rescue lifts. Aircraft shall be equipped with a cargo release system with cargo slings or lifters to transport external loads of all classes of supply up to 3 tons.

5.5.1 Cargo Transport. Aircraft shall be certified for personnel and cargo (internal and external, i.e., sling load) transport in accordance with the Colombian Aeronautica Civil. A copy of the certification will meet this requirement.

5.5.2 HAZMAT Certification. Aircraft shall be certified for hazardous material transport in accordance with Colombian HAZMAT air transport laws and regulations. A copy of the certification will meet this requirement.

**6.0 Personnel Requirements.** The Contractor shall ensure that sufficient numbers of properly trained, qualified, and certified personnel are provided to perform the requirements of this contract. The Contractor shall ensure crew has fluent Spanish speaking capability.

6.1 Personnel Listing and Changes. The Contractor shall provide the COR with a copy to the Contracting Officer a complete listing of all personnel employed under this contract within five (5) days after award. The Contractor shall resubmit updated personnel listing as changes occur to the Contracting Officer and Contracting Officer Representative (COR). Contractor shall notify the COR of any personnel changes and shall ensure all replacement personnel are fully certified IAW the requirements of the contract prior to start of work on the contract.

6.2 Passports/Visas. All international (non-Colombian) Contractor personnel shall have a current and valid passport, visa, and Colombian work authorization.

6.3 Pilots. The Contractor shall furnish fully qualified pilots as outlined by the Colombian Aeronautical Civil and shall submit in writing to the Contracting Officer the name of each pilot assigned to this contract and the designated Colombian Military base(s) Commanders.

6.3.1 Pilots shall be carded in accordance with all applicable regulations. At time of pilot carding, each pilot shall provide the following required documents:

- (a) Commercial or Airline Transport Pilot Certificate with appropriate rating (Rotorcraft-Helicopter) and a valid Class I or Class II FAA medical certificate or Colombian/ICAO equivalent.
- (b) Written evidence of qualification to transport external loads.
- (c) Written evidence of passing an annual flight check similar to FAA Part 135, or Colombian Government and/or ICAO certification equivalent, in the aircraft make and model furnished.

6.3.2 IFR Rating. Pilots shall possess an IFR rating to be able to operate under Instrument Flight Rules.

6.3.3 Pilot shall display an agency Pilot Qualification Card issued by a designated Colombian Government Inspector of pilots upon demand by any official involved in flight operations.

6.3.4 Pilots shall have accumulated as Pilot-in-Command the minimum flight times listed below. Flight time shall be determined from a certified pilot log. Further verification of flight hours may be required at the discretion of either the Contracting Officer or the Colombian Military/Government.

	<u>MINIMUM FLIGHT HOURS</u>
Helicopter	1500
Helicopter, preceding 12 months	100
Weight Class <u>1/</u>	100
Turbine Engines <u>2/</u>	100
Reciprocating Engines <u>3/</u>	200
Make and Model, any Series <u>4/</u>	50 <u>4/</u>
Make, Model and Series, Preceding 12 months <u>5/</u>	10 <u>5/</u>
Helicopter, last 60 days	10
Mountainous Terrain <u>6/</u>	200
Mountainous Terrain in Make and Model	10

FOOTNOTES:

1/ Weight Class -

- Type I: No less than 16 seats (including Pilot), 5000 lbs card weight capacity
- Type II: 9-15 seats, 2500-4999 lbs card weight capacity
- Type III: 5-8 seats, 1200-2499 lbs card weight capacity
- Type IV: 3-4 seats, 600-1199 lbs card weight capacity

2/ Applicable if turbine engine Helicopters are offered

3/ Applicable if reciprocating engine Helicopters are offered

4/ Pilot flight hour requirements in make and model may be reduced by 50 percent if Pilot shows evidence of satisfactorily completing the manufacturer's approved ground school and flight checkout in the make, model, and series offered.

5/ A list of aircraft make, model, and series is provided. This list does not specifically follow the FAA guidelines as it relates to 14 CFR 135.293 competencies or the Colombian Aeronautical Civil.

6/ Pilot in command mountainous terrain experience is defined as “ Experience in maneuvering a Helicopter at density altitudes of over 5,000 feet to include numerous take off and landings in situations indicative to difficult mountainous terrain. This terrain consists of abrupt, rapidly rising terrain resulting in a high land mass projecting above its surroundings, wherein complex structures in which folding, faulting, and igneous activity have taken part. These mountainous areas produce vertical mountain winds, turbulence associated with mountain waves, producing abrupt changes in wind direction often resulting in up flowing or down flowing air currents”.

6.3.5 Pilot Responsibility. The pilot-in-command is responsible for the safety of the aircraft, its occupants, and cargo during flight operations.

6.4 Security Clearances. The Contractor and/or subcontractor(s) shall not employ persons for work on this contract if such employees are identified by the Regional Security Office (RSO) or the Security Administration Directorate (DAS) as a potential threat to the US or Colombian Governments. Within five (5) days of contract award, the Contractor shall submit security clearance applications to the Regional Security Office for all personnel employed on this contract. Personnel who fail to pass U.S. and Colombian security/name checks will not be permitted to work on this contract.

## **7.0 Scheduling and Availability Requirements**

7.1 Mission Schedules. For planning and scheduling purposes only, the COR shall provide the contractor a proposed monthly flight schedule updated on a weekly basis. All mission schedules shall be approved by the COR. All missions will be ordered normally 72 hours or more in advance but no less than 24 hours. Any mission with less than 24 hours notice must be validated by the Colombian Ministry of Defense (MOD) J4 and COR as an urgent or emergency requirement; the Contractor will not be held responsible to conduct urgent or emergency missions unless on stand-by. Pilots shall file and operate on a Colombian Air Force flight plan. Contractor flight plans are only acceptable if approved by the COR. Flight plans shall be filed prior to take off when possible or in accordance with Colombian Military requirements. Pilots are responsible for flight plan filing with the Colombian Military and the Colombian Aeronautical Civil, in accordance with the responsible Colombian Agency procedures and Colombian Military Regulations.

7.2 Stand-by Mission Requirements. By exception only, one or more helicopters may be placed on mission stand-by. During this time, flying is required on short notice, so that there is no longer than fifteen (15) minutes elapse from the time dispatch orders are given to the pilot and the time the aircraft is airborne. Delays caused by local air traffic, flight planning, instrument flights and other causes beyond the pilot's control will not be considered a part of the 15 minutes. The Contractor will be provided a 24-hour notification prior to a standby mission requirement.

## **8.0 Quality Control & Safety Plans**

8.1 Quality Control Plan (QCP). The Contractor shall submit an aviation-specific QCP to the COR with a copy to the Contracting Officer to ensure helicopter airlift services are being performed and maintained in accordance with all legal, regulatory, operational and contract requirements within five (5) days after contract award. The COR will review the plan within two (2) working days after receipt of plan and provide recommendation of approval/non-approval to the Contracting Officer. Approval of the plan is required prior to the start of airlift services. Approval is conditional and will be predicated on satisfactory performance during the contract. The US Government reserves the right to require the Contractor to make changes in its plan and operations as necessary to ensure all legal, regulatory, operational and contract requirements are met. The Contractor shall notify the COR in writing of any proposed changes to the plan. Proposed changes are subject to approval by the US Government/Contracting Officer.

8.2 Safety Plan. The Contractor shall prepare and submit a Safety Plan to the COR with a copy to the Contracting Officer within five (5) days after contract award. The COR will review the plan within two (2) working days after receipt of plan and provide recommendation of approval/non-approval to the Contracting Officer. To protect life, health, and property, the Contractor shall use due diligence in preventing accidents and will comply with all applicable safety laws and regulations. The Contractor shall keep and maintain programs necessary to assure

safety of ground and flight operations. The development and maintenance of safety programs are a material part of the performance of the contract.

8.3 Schedules and Reports. The Contractor shall prepare, submit, and maintain copies of schedules and reports of all quality control and safety activities for the life of the contract. The Contractor shall develop the necessary schedule format and inspection report forms and submit these to the COR with a copy to the Contracting Officer within five (5) days after contract award. The COR will review the submissions within two (2) days after receipt and provide a recommendation of approval/non-approval to the Contracting Officer. These reports shall include factual evidence that inspections took place, deficiencies were noted, and actions were taken to correct the deficiencies.

## **9.0 Government Quality Assurance**

9.1 Quality Assurance Program. The US Government has developed a Quality Assurance Surveillance Plan (QASP) for this contract to ensure that the required performance standards for heavy lift rotary wing airlift support services are being achieved by the Contractor. (See Attachment 1)

9.2 Performance Requirements Summary (PRS). The PRS acts as the scorecard for overall performance of the contract requirements. It contains performance standards and acceptable performance levels (APLs) that are monitored through the Quality Assurance Surveillance Plan. (See Attachment 2)

9.3 Quality Assurance Evaluator (QAE). The Contracting Officer's Representative (COR) acts as the Government's Quality Assurance Evaluator (QAE) and administers the Government's quality assurance program. The COR may be assisted by other Contractor and Government personnel, to include the COLMIL Technical Expert (TE).

**10.0 General Security/Force Protection.** The Contractor shall be responsible for the security and force protection requirements of all Contractor personnel and equipment while on and off duty. The US Government will not provide or coordinate any security support.

10.1 Security/Force Protection Plan. The Contractor shall develop a Security/Force Protection Plan for safeguarding personnel and equipment, and submit to the COR with a copy to the Contracting Officer within five (5) days of contract award.

10.2 Contractor Support and Security Requirements. The Contractor shall be responsible for coordinating Contractor support and security requirements with COLMIL forces (base commanders) for forward basing or overnight aircraft stays of aircraft and crew. This includes access for personnel and/or vehicles to US or Colombian Government military bases or facilities or other restricted areas. The COR may facilitate this coordination but the Contractor shall be responsible.

10.3 Operations Security (OPSEC). The Contractor shall be responsible for OPSEC procedures, i.e., safeguarding critical information. Within 30 days of contract award (and yearly thereafter), the Contractor shall provide employees with Colombian OPSEC training and will safeguard all flight/operations-related information as "For Official Use Only." OPSEC may include utilizing some sort of code during operations, but this is operationally dependent and shall be coordinated with COLMIL forces.

## **11.0 Insurance Requirements**

11.1 The contractor shall comply with the rules of Aeronautica Civil Colombian (RAC) for insurance coverage and provide the U.S. Government proof of this insurance with the proposal. Coverage will include:

- \* Insurance for war hazard
- \* Insurance for cargo and equipment
- \* Insurance for accidental for passengers
- \* Insurance for accidents for crew members
- \* Insurance for personal accidents for passengers

- \* Insurance for crew medical expenses
- \* Insurance for passenger medical expenses
- \* Insurance for collision
- \* Insurance for full in-flight risk
- \* Insurance for terrestrial risk
- \* Insurance for legal, equipment, and personal affects
- \* Insurance for legal cargo responsibility

11.2 Contractor shall provide for a 30-day written notice to the Contracting Officer and COR relating to any changes or cancellations of Certificate of Insurance policies. Contractor is responsible for maintaining all legally required insurances at all times throughout the life of the contract. Intent is the Contractor must have the required insurance prior to performing duties after contract award.

## **12.0 General and Mishap Reporting**

12.1 Mission Reports. Within 5 days of contract award, the Contractor shall submit a sample of a proposed weekly mission report in English to the COR for approval. The Contractor shall submit the weekly report by close of business on the first work day of each week for missions flown for the preceeding week, as well as the planned schedule for the upcoming week (when available). At a minimum, the report must include dates, times, cargo, places, passengers, hours, costs, problems and fuel usage for executed missions. Fuel shall be provided free of charge by the COLMIL.

12.2 Mishap Reports. In the event the Contractor's aircraft is involved in an aviation-related accident or incident, as determined by the applicable operational law/regulation under which they are certified to operate, the Contractor shall, in addition to the regulatory reporting requirements, transmit the following information in English by the most expeditious means available to the COR: aircraft number; date/time; departure/arrival point; number of crew/passengers and cargo type on board; nature of the incident; and damage/injury and condition of the aircraft, crew, passengers, cargo. In addition, the Contractor shall furnish the COR with a copy of all incident/accident reports submitted to any regulatory agencies.

12.3 Contractor Liability. The Contractor assumes total responsibility for all civil and legal actions that arise as a consequence of damages caused to aircraft due to hostile action or any other incidents caused by engagement with hostile forces. Consequently, the Contractor shall exonerate and hold harmless the US Embassy, USMILGP, USMILGP SECLOG, COLMIL forces, COLMIL JTF Omega, the Colombian Army (COLAR), and the Colombian Air Force (COLAF) from any legal liability regarding any damages or fatality caused.

## **13.0 Government /Contractor Meetings**

13.1 Within five (5) days of contract award and prior to the start of airlift services, the Contractor shall meet with the COR and the COLMIL Technical Expert (TE) to review all performance requirements of this PWS for the purpose of ensuring a complete understanding of the services to be provided and the manner in which they will be provided. This review will include a site visit of the Contractor's facilities, aircraft, and a review of the Quality Control Plan.

13.2 As required, but not less than monthly, the Contractor shall meet with the COR and/or the Contracting Officer, if necessary, to review weekly reports, conduct cost/payment reconciliation, and resolve issues.

13.3 All minutes of the monthly meetings shall be prepared by the Contractor in English; signed by both the Contractor and the COR; and submitted to the COR and Contracting Officer within five calendar days after the meeting. Meeting minutes shall become a part of the contract file.

## **14.0 Government Furnished Equipment/Services**

14.1 The U.S. Government will not provide any Government-furnished material or equipment, e.g., fuel, equipment, transportation services, or supplies for this contract. The U.S. Government will not be responsible for directly providing any fuel. The Contractor shall coordinate the receipt of fuel in direct support of this contract from

the COLMIL units based on operational requirements. Fuel received from the COLMIL in support of this contract will be provided at no cost from the COLMIL and shall not be billed on the contract. No fuel cost will be charged against this contract.

14.2 Regulations. The Contractor will utilize U.S. Aviation regulations and forms as guidelines only but, Colombian regulations and forms shall take precedence. U.S. regulations include but not limited to the following:

- a. FAA 135, OPERATING REQUIREMENTS: COMMUTER AND ON DEMAND OPERATIONS AND RULES GOVERNING PERSONS ON BOARD SUCH AIRCRAFT, at <http://www.gofir.com/fars/part135/>
- b. 32 CFR Part 861, DEPARTMENT OF DEFENSE COMMERCIAL AIR TRANSPORTATION QUALITY AND SAFETY REVIEW PROGRAM, at <http://www.amc.af.mil/shared/media/document/AFD-060207-006.pdf>;
- c. NTSB & Form 6120.1 for Incident Reports at <http://www.nts.gov/aviation/aviation.htm>
- d. OTHER: Colombian Aeronautical Civil website, [www.aerocivil.gov.co](http://www.aerocivil.gov.co)
- e. International Civil Aviation Organization (ICAO), <http://www.icao.int/>

14.3 Passenger Manifest. A COLMIL on-the-ground representative will provide a Passenger Manifest prior to takeoff. The Contractor shall provide the COLMIL a copy of this manifest as part of its weekly report. The transport of unauthorized personnel and or equipment is strictly prohibited and shall not be authorized for reimbursement.

## **15.0 Miscellaneous / Administrative Information**

15.1 Pilot Suspension. Upon notification of a mishap, the Contracting Officer may request a suspension of pilot/ pilots involved in said mishap upon any evidence that the pilot flew recklessly, exhibited fatigue, or for conduct determined by the Contracting Officer to be detrimental to the purpose for which contracted, until the mishap investigation is completed.

15.2 Aircraft Substitution. The Contractor may substitute or replace aircraft with a like or better model aircraft meeting contract requirements when the Contractor provides a 10-day notification of the aircraft substitution to the COR and after receipt of written approval from the COR.

## **16.0 Deliverables**

16.1 *Personnel Listing and Security Clearance Applications* to the Regional Security Office. Within five (5) days after contract award. Task 6.1 and 6.4.

16.2 *Quality Control Plan*. Within five (5) days after contract award and updated as required. Task 8.1.

16.3 *Safety Plan*. Within five (5) days after contract award and updated as required. Task 8.2.

16.4 *Quality control and Safety Schedule and Inspection Report formats*. Within five (5) days after contract award. Task 8.3.

16.5 *Security/Force Protection Plan*. Within five (5) days after contract award. Task 10.1.

16.6 *Mission Reports*. Report format to be submitted within five (5) days of contract award. Report to be submitted weekly. Task 12.1.

16.7 *Mishap Report*. As required. Task 12.2.

16.8 *Government/Contractor Meeting minutes*. Monthly. Task 13.3.

## **17.0 Contractor Manpower Reporting**

17.1 Contractor shall report all Contractor manpower (to include subcontractor manpower) required for the performance of this contract. The contractor is required to completely fill in all the required fields in the reporting system using the following web address: <https://cmra.army.mil>. The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined as the period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting shall be completed no later than 31 December every year or part of a year for which the contract is in place. This is a mandatory requirement. Contractor shall provide notification to the contracting officer on or before 31 December that the reporting action has been completed.

ATTACHMENT 1

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)  
FOR  
HEAVY LIFT ROTARY WING AIRLIFT SERVICES  
U.S. Military Group Colombia

1. INTRODUCTION. General Quality Assurance Surveillance Plan (QASP) has been developed to evaluate contractor actions while performing the Rotary Wing Airlift Performance Based Work Statement (PWS). It is designed to provide an effective systematic surveillance method of monitoring contractor performance as detailed in the PWS. The contractor is reminded that they, not the government, are responsible for management and quality control actions to meet the terms of the contract. The role of the government is simply to conduct quality surveillance to ensure contract standards are achieved.

1.1 Overview. This QASP outlines the procedure for surveillance of the contract/task order. Included are procedures for evaluating the contractor's performance and how key services/tasks will be inspected.

1.2 Purpose. QASP specifies the government's plan for monitoring the performance of the contractor and provide for quality assurance. QASP has been developed to evaluate contractor actions while accomplishing the Performance Work Schedule (PWS).

1.3 Objective. QASP will be used at task order level by the Contracting Office issuing the task order to ensure that all required performance standards are being met.

2. SCOPE/RESPONSIBILITIES. Contractor shall provide Heavy Lift Rotary Wing Airlift Services in support of the Colombian Military (COLMIL) forces' logistical requirements for personnel and equipment/cargo transportation throughout the country of Colombia as part of Plan Colombia. The Contractor shall provide all resources to meet the requirements and provisions of this contract to include, but not limited to personnel, services, equipment, tools, lubricants, fuel, aircraft maintenance, security, survival equipment, administration, and management functions. This contract is solely for the use of the Colombian Military (COLMIL) forces and their supporting agencies including transportation of cargo/equipment, as needed, and does not support any US Department of Defense (DOD) personnel or cargo requirements.

3. QUALITY CONTROL. A reliable and functional quality control program is the driver for rotary wing airlift services. Contractor is required to develop a comprehensive list of scheduled inspections and action items checklist to monitor the program. The quality control program shall be approved and accepted prior to award of the base contract to ensure adequate measures are met for contractor success. Upon approval of the quality control program careful application of the processes and standards identified in this QASP will ensure a robust quality assurance program.

4. SPECIFIC ACTIONS AND TASKS DESIGNATED FOR PLANNED, PERIODIC OR RANDOM SURVEILLANCE:

Performance Objective	PWS Para	Performance Threshold
Task 1 - Legal Certifications (Aircraft, Personnel, Cargo & Hazardous Materials)	4.1 5.5.1 5.5.2	100% of legal certification requirements must be met and current to operate in Colombia (no exceptions).
Task 2 – Personnel Training Certification Requirements & Security Clearance	6.3.1 6.3.2 6.3.4 6.4	100% of personnel legal certification, training requirements and security clearances must be met and current to operate in Colombia (no exceptions).
Task 3 – Records of all Government Agency Air Certification Inspections	8.1	100% of government agency inspections are on file certifying operational air worthiness in accordance with Quality Control Plan (no exceptions) .
Task 4 – Records of all Contractor Internal Maintenance Inspections based on Maintenance Plan (Planned/Unplanned)	8.1	100% of internal maintenance inspections are on file or can be documented showing compliance with inspection requirements and operational air worthiness in accordance with Quality Control Plan (no exceptions)
Task 5 – Aircraft Safety, Survival Kits, Seats, Cleanliness, Communication, and other general operational/component system support	8.2	100% of safety, survival, communications and operational requirements must be met and maintained in accordance with Safety Plan (no exceptions). In addition, cleanliness and general serviceability must be rated satisfactory or better.
Task 6 – Mission Reports, Monthly Meeting Reports & MISHAP/Accident Reports	12.1 12.2 13.3	90% or better of weekly/general mission reports and monthly meeting reports must be met and current. 100 % of MISHAP /Accident reports must be met and current (no exceptions).
Task 7 – Proof of Insurance Requirements	11	100% of insurance requirements must be met and maintained (no exceptions).
Task 8 – Flight Scheduling/Availability	7.1	(1) 100% of missions planned 24+ hours in advance must be met. (2) Maximum attempt must be made (100%) to meet all missions with less than 24 hours of advance notice. (3) Contractor can not miss any more than two complete mission flights in a 12 month period.
Task 9 – Safety Equipment/Manuals Area of Operations Cleanliness (Installation Base Facilities)	2.1 2.2 14.2	(1) 100% of safety equipment must be met and maintained functional (no exceptions). (2) 100% of MANDATED manuals by U.S. or Colombian law/regulation must be met and maintained (no exceptions); and 90% of all other operational manuals must be met. Contractor must

Performance Objective	PWS Para	Performance Threshold
		be familiar with Colombian Operational manuals. (3) A cleanliness and upkeep rating of satisfactory or better must be met when utilizing base facilities at various area of operation locations based on COR survey and requirements.
Task 10 – Force/Security Protection	10.1 10.2 10.3	100% of security/force protection requirements must be met for overnight aircraft and crew stay at base facilities within the area of operation (no exception) in accordance with Security/Force Protection Plan.
Task 11 – Overall Customer Satisfaction	See paragraph 5 below	90% or better customer satisfaction rating must be met and maintained based on planned, periodic and/or random inspections. COR is the point of contact for all complaints.

5. SURVEILLANCE PROCEDURES. The U.S. government will primarily use Planned/Periodic/Random sampling to conduct its surveillance inspections to include assessment of customer’s input, as deemed necessary and appropriate in accordance with Task 11 above. The Government reserves the right to conduct 100 percent inspections of any task listed or any additional task not listed, if it directly affects the safety, security, legal certification, or operational capability of the rotary wing services mission. COR/QA representative will inspect the performance objectives no less than monthly to ensure contractor is in compliance with the applicable paragraphs of the Performance Work Statement (PWS). Results of all inspections shall be documented, specifically noting the date and time of each inspection.

6. STANDARD. Contractor shall perform PWS taskings satisfactory and if any inspection results indicate unacceptable performance, the contract manager or the contractor's Quality Control Inspector (QCI) will be notified immediately to correct deficiencies. Contractor must make every attempt to correct deficiencies within 24 hours after notification to ensure 100% of mission performance level. If contractor can not correct deficiencies within 24 hours of being notified, written documentation must be provided to the COR/QA explaining when and how the deficiencies are to be corrected.

7. SUMMARY. This QASP will be utilized by the COR, QA/QC assistant, and Colombian Military Technical Representative based on mutual agreement of all required tasks. In addition, this QASP will be coordinated/implemented with the contractor’s Quality Control and Safety Program as a systematic surveillance plan to help ensure contract standards are met and sufficiently maintained. The Contractor, not the U.S. government, is responsible for the management and quality control actions in order to meet the terms and conditions of the contract/ task order. The role of the U.S. government is to ensure that all quality assurance contract standards are accomplished to meet the operational and regulatory requirements, including a transparent and quality safety program.

ATTACHMENT 2

PERFORMANCE REQUIREMENTS SUMMARY  
FOR  
HEAVY LIFT ROTARY WING AIRLIFT SERVICES  
U.S. Military Group Colombia

Performance Objective	PWS Para	Performance Threshold
Task 1 - Legal Certifications (Aircraft-IFR preferred, Personnel, Cargo & Hazardous Materials)	4.1 5.5.1 5.5.2	100% of legal certification requirements must be met and current to operate in Colombia (no exceptions).
Task 2 – Personnel Training Certification Requirements & Security Clearance	6.3.1 6.3.2 6.3.4 6.4	100% of personnel legal certification, training requirements and security clearances must be met and current to operate in Colombia (no exceptions).
Task 3 – Records of all Government Agency Air Certification Inspections	8.1	100% of government agency inspections are on file certifying operational air worthiness in accordance with Quality Control Plan (no exceptions) .
Task 4 – Records of all Contractor Internal Maintenance Inspections based on Maintenance Plan (Planned/Unplanned)	8.1	100% of internal maintenance inspections are on file or can be documented showing compliance with inspection requirements and operational air worthiness in accordance with Quality Control Plan (no exceptions)
Task 5 – Aircraft Safety, Survival Kits, Seats, Cleanliness, Communication, and other general operational/component system support	8.2	100% of safety, survival, communications and operational requirements must be met and maintained in accordance with Safety Plan (no exceptions). In addition, cleanliness and general serviceability must be rated satisfactory or better.
Task 6 – Mission Reports, Monthly Meeting Reports & MISHAP/Accident Reports	12.1 12.2 13.3	90% or better of weekly/general mission reports and monthly meeting reports must be met and current. 100 % of MISHAP /Accident reports must be met and current (no exceptions).
Task 7 – Proof of Insurance Requirements	11	100% of insurance requirements must be met and maintained (no exceptions).
Task 8 – Flight Scheduling/Availability	7.1	(1) 100% of missions planned 24+ hours in advance must be met. (2) Maximum attempt must be made (100%) to meet all missions with less than 24 hours of advance notice. (3) Contractor can not miss any more than two complete mission flights in a 12 month period.
Task 9 – Safety Equipment/Manuals Area of Operations Cleanliness	2.1 2.2	(1) 100% of safety equipment must be met and maintained functional (no exceptions).

ATTACHMENT 2

PERFORMANCE REQUIREMENTS SUMMARY  
FOR  
HEAVY LIFT ROTARY WING AIRLIFT SERVICES  
U.S. Military Group Colombia

Performance Objective	PWS Para	Performance Threshold
(Installation Base Facilities)	14.2	(2) 100% of MANDATED manuals by U.S. or Colombian law/regulation must be met and maintained (no exceptions); and 90% of all other operational manuals must be met. Contractor must be familiar with Colombian Operational manuals. (3) A cleanliness and upkeep rating of satisfactory or better must be met when utilizing base facilities at various area of operation locations based on COR survey and requirements.
Task 10 – Force/Security Protection	10.1 10.2 10.3	100% of security/force protection requirements must be met for overnight aircraft and crew stay at base facilities within the area of operation (no exception) in accordance with Security/Force Protection Plan.
Task 11 – Overall Customer Satisfaction	See paragraph of QASP	90% or better customer satisfaction rating must be met and maintained based on planned, periodic and/or random inspections. COR is the point of contact for all complaints.

## CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	FEB 2010
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.246-25	Limitation Of Liability--Services	FEB 1997
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	JUL 2009
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
252.228-7003	Capture and Detention	DEC 1991
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
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

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

Par (h) is amended to read: Single Award. The Government intends to award a single contract resulting from this solicitation. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make any award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

### ADDITIONAL INSTRUCTIONS AND INFORMATION:

1. PROPOSAL SUBMITTAL INSTRUCTIONS: Offerors are required to submit a complete proposal package as listed in Paragraph 2 below to include relevant past performance information from three (3) prime and/or major subcontractors within the last three (3) years and financial capability information/ documentation. Proposal packages must be received on or before the solicitation closing date, no later than 4:00 p.m., local Bogota time.

a. Submit complete proposal packages to:

Regional Contracting Office – Bogota  
U.S. Embassy - Bogota  
Attn: Annabelle Miller or Robert R. DeVisser  
MILGP Unit 5140  
APO AA 34038-5140

b. Proposal packages will be accepted via e-mail to:

Annabelle F. Miller  
[annabelle.miller@tsc.southcom.mil](mailto:annabelle.miller@tsc.southcom.mil)  
[annabelle.miller@us.army.mil](mailto:annabelle.miller@us.army.mil)  
Commercial: 011-571-383-4227  
DSN: 294-9000 (wait for dial tone, then) 8-879-4227

Alternate:

Robert R. DeVisser  
[robert.devisser@tsc.southcom.mil](mailto:robert.devisser@tsc.southcom.mil)  
[robert.devisser@us.army.mil](mailto:robert.devisser@us.army.mil)  
Commercial: 011-571-383-4228  
DSN: 294-9000 (wait for dial tone, then) 8-879-4228

c. Offerors that intend to hand deliver proposals must notify Annabelle Miller or Robert R. DeVisser at least one (1) day prior to the closing date to coordinate acceptance and delivery.

d. The Government is not responsible for lost or mishandled packages or late deliveries. Offerors are cautioned to allow sufficient time for timely receipt of proposals.

e. The Government reserves the right to extend the notification deadline of the solicitation up to the date proposals are initially due.

f. Offerors shall place their proposals in 3 ring binders that will permit substitution of pages should revisions be required. However, elaborate bindings and documents are neither desired nor required. Proposals should be complete and specific and should demonstrate a thorough understanding of the requirements of this solicitation. If proposals are submitted via e-mail, files shall be labeled appropriately.

g. Proposals shall be submitted in 2 separate volumes labeled Volume I – Technical Proposal and Volume II – Price Proposal. Volumes I and II shall not exceed 25 pages front and back (including attachments, appendices and addendums) for each volume and shall be limited to a minimum type size of 12 Points (pica) for all text, and a minimum of one inch margins on all four sides. Offerors shall provide (1) paper hard copy of Volumes I and II and (1) electronic copy via e-mail prepared in Microsoft application programs (i.e., Word 2000 and/or Excel 2000 only) or electronic copy on compact disks (CDs). The Government prefers that the electronic copy of the completed proposal be submitted on one or more CDs. Proposals submitted electronically do not relinquish the Offeror’s responsibility for providing a hard copy of the complete proposal. All electronic copies of Volume I and II shall match the hard copy exactly but, if there are any discrepancies between the electronic and the hard copy (paper) version submitted in response to the RFP, the hardcopy version will take precedence.

h. Minimum Proposal Acceptance Period - The proposal acceptance period is 60 days. The Offeror shall make a clear statement in its Proposal Documentation that the proposal is valid for a period of not less than 60 days from receipt of offers.

## 2. PROPOSAL FILES

a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A Table of Contents should be included and be part of the page count. Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum font size using Arial or New Times Roman fonts are required. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. All files shall use the following page setup parameters:

Margins – Top, Bottom, Left, Right	1”
Gutter	0”
From Edge – Header, Footer	0.5”
Page Size, Width	8.5”
Page Size, Height	11”

b. File Packaging. All proposal files shall be submitted as separate uploads in their native format, i.e. doc, ppt, xls, pdf, etc.

c. Content Requirements. All information shall be confined to the appropriate Volume. The offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Each Volume of the proposal shall consist of a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked. Proposal narrative shall include the following:

(i) VOLUME I – TECHNICAL. The technical proposal shall contain one binder which addresses the technical portion of the proposal, specific and complete in every detail. Each evaluation factor shall be included in a separate section and tabbed accordingly. Volume I should be clearly numbered so that revised pages, if needed, may be substituted in the correct section. All data relating to a particular topic should be included in that section, even if it is duplicative of another evaluation factor as each evaluation factor will be rated individually. The Technical Proposal shall be organized in accordance with the following evaluation factors:

(1) TAB A - Aircraft Specifications. The Offeror shall submit a complete Aircraft Specifications form (RFP Solicitation, Technical Exhibit 1) for each type of aircraft proposed for use under the contract, addressing all the minimum requirements as specified in Par 4.1 and Par 5.0 through Par 5.5.2 of the Performance Work Statement (PWS). Offeror shall clearly state the number and types of aircraft to be used in this requirement. The proposed aircraft shall meet all the minimum aircraft specifications in order to be considered technically acceptable

(2) TAB B – Certifications, Licenses and Insurance. The Offeror shall submit evidence of the following Colombian Aeronautical Civil certifications IAW the PWS. Certificates can be issued by the Colombian Aeronautica Civil, the FAA or ICAO equivalent. All certifications, licenses and insurance shall be included in the proposal submission and meet minimum requirements in order to be considered technically acceptable.

(a) Personnel Transport Certification – PWS Par 5.5.1

(b) Cargo Transport Certification – PWS Par 5.5.1

(c) Hazmat Certification – PWS Par 5.5.2

(d) Insurance – PWS Par 11.1 Offeror shall submit proof of insurance requirements including aviation transport, business operations to include property, personnel (workers and passengers) and third party. In order to be considered technically acceptable, proof of insurance shall be provided and shall meet the minimum requirements specified under Par 11.1 of the PWS.

(3) TAB C – Personnel. The Offeror shall provide a listing of key personnel, including pilots responsible for the overall performance of required contract work to include personnel qualifications and certifications in accordance with the PWS. Personnel qualifications and certifications shall meet minimum requirements specified in the PWS, Par 6.0 through Par 6.3.4 in order to be considered technically acceptable.

(4) TAB D – Offeror Statement. Offeror shall provide a statement and submit evidence that all resources required to perform the services under this contract are available and the company can start full performance on 16 March 2010.

(5) TAB E – Past Performance Information. Offeror shall submit three (3) past performance references for the past three years relevant to efforts required in the solicitation. Relevant efforts are defined, in relation to the requested Heavy Lift Rotary Wing Services, as historical work performance similar in scope, magnitude and complexity. 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

Government Contracting Activity

Agency name and address

PCO and COR name, e-mail address, telephone and fax numbers

(b) Performance

A brief summary of each contract describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the offeror or proposed subcontractor. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

(ii) VOLUME II – PRICE, SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS. Offeror's price proposal shall contain (1) the signed Standard Form 1449; Solicitation/Contract/Order for Commercial Items and Acknowledgment of Amendments, if any; (2) Schedule of Supplies or Service and Prices; (3) Representations and Certifications; and (4) Financial Capability Information/Evidence.

Total price offer is determined by multiplying the proposed hourly rate times the number of flight hours stated in the solicitation. 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. Each offeror shall complete the Representations and Certifications (fill-in and signatures) in the solicitation sections indicated below using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the Standard Form 1449 and all certifications requiring original signature. Evidence of financial capability shall be provided with the price proposal.

(1) TAB A - Standard Form 1449; Solicitation/Contract/Order for Commercial Items. Include acknowledgement of any applicable amendments.

(2) TAB B - Schedule of Supplies or Services and Prices

(3) TAB C - Representations and Certifications

(4) TAB D - Financial Capability Information/Documentation: Offeror shall submit information and evidence of financial capability (i.e., financial statements, bank confirmation of accounts, bank letters of credit). The information will be reviewed to ensure that the offeror has the financial capability to perform the contract given the magnitude of the proposed work. This element of financial capability is part of overall contractor responsibility. Offerors must be considered responsible to be eligible for awards.

#### **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:

(1) Technically Acceptable

(2) Price

Award will be made to the lowest priced, technically acceptable proposal.

(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)

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

### **A. BASIS OF AWARD**

1. The Government anticipates awarding a Firm Fixed Price (FFP) type contract resulting from the RFP solicitation and reserves the right to not award a contract at all depending on the quality of proposals received and availability of funds.

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. Evaluation will be on a past performance risk.

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 and best pricing 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 sub-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) Offeror shall submit a complete Aircraft Specifications form (RFP Solicitation, Technical Exhibit 1) for each type of aircraft proposed for use under the contract, addressing all the minimum requirements as specified in Par 4.1 and Par 5.0 through Par 5.5.2 of the Performance Work Statement (PWS). Offeror shall clearly state the number and types of aircraft to be used in this requirement. The proposed aircraft shall meet all the minimum aircraft specifications in order to be considered technically acceptable.

(b) Offeror shall submit evidence of the following Aeronautical certifications IAW the PWS. Certificates can be issued by the Colombian Aeronautica Civil, the FAA or ICAO equivalent.

(1) Personnel Transport Certification – PWS Par 5.5.1

(2) Cargo Transport Certification – PWS Par 5.5.1

(3) Hazmat Certification – PWS Par 5.5.2

(4) Insurance – PWS Par 11.1 Offeror shall submit proof of insurance requirements including aviation transport, business operations to include property, personnel (workers and passengers) and third party. In order to be considered technically acceptable, proof of insurance shall be provided and shall meet the minimum requirements specified under Par 11.1 of the PWS.

(c) Offeror shall provide a listing of key personnel, including pilots responsible for the overall performance of required contract work to include personnel qualifications and certifications in accordance with the PWS. Personnel qualifications and certifications shall meet minimum requirements specified in the PWS, Par 6.0 through Par 6.3.4 in order to be considered technically acceptable.

(d) Offeror statement and submit evidence that all resources required to perform the services under this contract are available and the company can start full performance on 16 Mar 2010.

(e) Offeror shall submit three past performance references for the past three years relevant to efforts required in the solicitation. Relevant efforts are defined, in relation to the requested Heavy Lift Rotary Wing Services, as historical work performance similar in scope, magnitude and complexity.

2. **PRICE:** Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by multiplying the proposed hourly rate times the number of flight hours stated in the solicitation. 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. EVALUATION APPROACH

All proposals shall be subject to evaluation by a team of Government advisors. Each factor shall be evaluated using the following assessment approaches:

1. **TECHNICAL EVALUATION APPROACH.** The proposal shall be evaluated to determine whether the offeror submitted all the required elements in the technical factor and meets the minimum requirements as stated in the solicitation. All proposals will receive an Acceptable or Unacceptable rating. Past performance information shall be evaluated on a "Go/No Go" basis. Only proposals with Acceptable Technical rating will be included in the competitive range.

2. **PRICE EVALUATION APPROACH.** The Total Evaluated Price will be the basis for evaluating price for contract award decision purposes. Total Evaluated Price shall be determined by multiplying the proposed hourly rate times the number of flight hours stated in the solicitation.

### **ADDENDUM TO FAR 52.212-4 SPECIAL CONTRACT REQUIREMENTS, TERMS AND CONDITIONS**

1. **MEETINGS.** Meetings shall be held when requested by the Government for discussion of questions and problems relating to execution of work/performance required by this contract. Generally, meetings will be held at the US Embassy-Bogota, Colombia. The contractor is required to attend such meetings as deemed necessary by the Contracting Officer and attendance by the appropriate contractor personnel shall be at no additional expense to the Government.

2. **CONFLICTS.** Any apparent conflict between compliance with directives, rules, etc., identified in the contract shall be brought to the attention of the Contracting Officer in writing.

3. **MISSION SCHEDULE.** All missions conducted shall be provided IAW Par 7.1 of the Performance Work Statement. Contractor is authorized to provide services for up to 130 hours per month. Neither the user, COR or the contractor is authorized to go over this maximum number of hours, unless a prior written authorization is obtained from the Contracting Officer through the COR

4. **NOTICE OF CONSTRUCTIVE CHANGES.** No statement or direction of the Contracting Officer, or an authorized representative of the Contracting Officer or any other representatives of the Government, whether or not acting within the limits of his authority, shall constitute a change nor entitle the contractor(s) to an equitable adjustment of the price or delivery schedule, unless such a change is issued in writing and incorporated in the contract via a written modification signed by the Contracting Officer.

5. **INSURANCE.** The contractor shall obtain all insurances required by local law (Government of Colombia) or that are ordinarily or customarily obtained in the location of the work for the Heavy Lift Rotary Wing Airlift requirements. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

a. The contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this

contract. The contractor shall maintain Worker's Compensation and Employers Liability Insurance as required by law. However, if the contract is to be performed in a country which does not require or permit private insurance, then the contractor shall comply with the statutory and/or administrative requirements established by the Country of Colombia, and any claims that arise shall be treated as if they arose in Colombia. The required Worker's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit as required by the Government of Colombia.

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

c. Aviation Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all aircraft used in connection with the performance of the contract. At least the minimum limits as established by the Government of Colombia shall be required. The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by insurance company prior to cancellation or material change in policy coverage.

6. SUBCONTRACTING. The Contractor shall give written assurance to the Contracting Officer that all subcontractors, other contractors teaming with the contractor, and/or others performing work on the contract have obtained all requisite licenses and permits.

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

a. In addition, contractors shall ensure their employees and those of their subcontractors have the proper credentials and visas allowing them to work in the Country of Colombia. Individuals later found to be undocumented or illegal aliens will be remanded to the proper Colombian authorities. The contractor shall not be entitled to any compensation for delays or expenses associated with complying with the provisions of this information.

b. If work is performed in a controlled area:

(1) Certain facilities may require the issuance of a special security pass for contractor personnel. Only personnel with proper authority and qualifications may enter controlled areas such as Colombian Military Installations.

(2) Contractors shall fulfill/maintain all security requirements.

(3) A list of names along with all required personal data will be provided to the Contracting Officer and the US Embassy Regional Security Office at least 15 working days prior to commencement of work by individuals. For work to be executed on a Colombian Military Installation or Colombian Governmental Property, the data will be provided at a minimum of 20 days in advance.

(4) Any changes to contractor employees shall be provided in (English) writing to the Contracting Officer.

(5) The Government of the US or Colombia may revoke the contractor personnel clearance within their area of control at any time with merit.

(6) Contractors cannot escort other contractors within controlled or restricted areas.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2009) ALTERNATE I (APR 2002)**

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 (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"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 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.

"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.

(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 (n) 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) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (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)(9)(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: \_\_\_\_\_.)

(10) 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 ( ) is, ( ) 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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(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 \$100,000.) 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--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--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.)

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) or 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). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(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) [ballot] Have, [ballot] 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).

(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).)

(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.

(End of provision)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010)**

(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.)

(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 (DEC 2008)(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 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(7) [Reserved].

(8)(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.

(9)(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.
- \_\_\_ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.
- \_\_\_ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (14)(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.
- \_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- \_\_\_ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- \_\_\_ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_\_\_ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- \_\_\_ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_\_ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- \_\_\_ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- \_\_\_ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- \_\_\_ (26) 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.)
- \_\_\_ (27) (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.)

\_\_\_ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

\_\_\_ (29)(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. .

\_\_\_ (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (31)(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.

\_\_\_ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (33) 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).

\_\_\_ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (36) 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))

\_\_\_ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

X (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

\_\_\_ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (42)(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 (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

(vii) Reserved.

(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 (FFP) contract resulting from this solicitation.

(End of provision)

#### **52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)**

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

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General. (1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements. (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Personnel data. (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) Weapons. (1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Contracting Officer Representative in coordination with the Regional Security Officer and written authorization from the Contracting Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment. (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation. (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)

## **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 R. DeVisser  
U.S. Embassy – Bogota  
MILGP Unit 5140  
APO AA 34038

E-mail: [robert.devisser@tcsc.southcom.mil](mailto:robert.devisser@tcsc.southcom.mil)

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

(End of provision)

**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.arnet.gov.far](http://www.arnet.gov.far) or <http://farsite.hill.af.mil>

(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.arnet.gov.far](http://www.arnet.gov.far) or <http://farsite.hill.af.mil>

(End of clause)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(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 (NOV 2009)**

(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.

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)  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) (APR 2007) (15 U.S.C. 637).
- (4)  252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).
- (5)  252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).
- (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 (JUL 2009) (10 U.S.C. 2533b).
- (8)  252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (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 (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11)  252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (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 (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii)  Alternate I (JUL 2009) 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 (NOV 1995) (10 U.S.C. 2320).
- (18)  252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19)  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)  252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (22)  252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (23)(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.

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

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

**252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)**

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from

(1) For Army contracts: HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.

(2) For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD (SOLIC); telephone, DSN 227-7205 or commercial (703) 697-7205.

(End of clause)