

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 41	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-10-T-0010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANNABELLE MILLER		b. TELEPHONE NUMBER (No Collect Calls) 571-383-4227		6. SOLICITATION ISSUE DATE 13-Jan-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 checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO USMILGP COLOMBIA - NAVY MISSION MICHEL MONBOUQUETTE TUMACO (PASTO) TUMACO TEL: 266-1214 FAX:		CODE WF7LKT		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
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>SEE SCHEDULE</p>					

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TRANSLATIONS - WRITTEN FFP Translation of written presentations, reports, publications, orders, directives and technical manuals in support of NAVMIS security assistance programs IAW the Performance Work Statement, terms and conditions. FOB: Destination	3,000	Page		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TRANSLATIONS - ORAL (REGULAR HOURS) FFP Oral translation in support of NAVMIS security assistance events and programs IAW the Performance Work Statement, terms and conditions. FOB: Destination	1,100	Hours		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	TRANSLATIONS - ORAL (OVERTIME) FFP Oral translation in support of NAVMIS security assistance events and programs IAW the Performance Work Statement, terms and conditions. FOB: Destination	250	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	LIAISON SERVICES (REGULAR HOURS) FFP Liaison services in support of NAVMIS security assistance events and programs IAW the Performance Work Statement, terms and conditions. FOB: Destination	4,160	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	LIAISON SERVICES (OVERTIME) FFP Liaison services in support of NAVMIS security assistance events and programs IAW the Performance Work Statement, terms and conditions. FOB: Destination	550	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	TRAVEL COST		Lot		
	Estimated travel cost (NTE) IAW the Performance Work Statement, terms and conditions. The contractor shall notify the contracting officer when 75% of the estimated cost is expended. The contractor shall not incur expenses over the NTE amount. Travel costs shall be reimbursed IAW the JTR.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	OTHER DIRECT COST COST		Lot		
	Other costs incurred IAW the Performance Work Statement, terms and conditions. All costs shall be pre-approved by the COR.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	CONTRACTOR MANPOWER REPORTING FFP		Lot		
	vices in support of NAVMIS security assistance events and programs IAW the Performance Work Statement, terms and conditions.				
	FOB: Destination				

NET AMT

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

1.0 INTRODUCTION

1.1 General. The purpose of this Performance Work Statement (PWS) is to describe the requirement for Translation and Liaison Services to support Headquarters, U.S. Marine Corps Forces, South and U.S. Military Group (USMILGP) Colombia.

1.2 Place of Performance/Hours of Operation for Support: Written translation shall be performed at a site determined by the Contractor. Oral translation and liaison services shall be performed at sites throughout Colombia dependent upon the mission or event being supported. Normal hours for oral translation and liaison services are from 0730 through 1730 local time, Monday through Friday, with flexibility required to work additional hours in order to meet mission requirements. Performance of oral translation and liaison duties shall often be required during non-standard working hours and in excess of 40 hours per week including being on call after duty hours via cellular telephone.

1.2.1 Actual performance dates and times of oral translation and liaison services will be coordinated between the Contractor and the COR. Contractor shall submit all invoices to the COR for verification and acceptance. All items billed under travel and Other Direct Costs (ODC) shall be supported with a breakdown of expenses and receipts. Performance under any of the line items shall be pre-approved by the COR prior to Contractor performance.

1.3 Mission. The U. S. Military Group (USMILGP) Colombia, in conjunction with the U.S. Country Team, U.S. Government Agencies and the Host Nation, provides Security Cooperation and military-to-military contact in order to assist in the elimination of drug trafficking and narco-terrorism, strengthen host nation military professionalism, conduct Counter Narco-Terrorism (CNT) operations, and eliminate threats to Colombia's sovereignty and democracy. The Naval Mission within the USMILGP provides Joint Combat Service Support and planning assistance to US DoD forces, US Inter-Agency organizations (in accordance with the Economy Act), and security assistance functions/activities in support of Colombian security forces in accordance with U. S. foreign policy.

2.0 General Description. The Contractor shall provide written and oral translation services in support of visits, meetings, conferences and training of U.S. and Colombian personnel as directed by the Government. In addition, liaison services shall be provided as required by the Government to facilitate the planning, arrival, visit and departure of U.S. personnel to Colombian military bases and the production of documentation relative to the various special programs the Naval Mission is coordinating with the Colombian Marine Corps as part of its Country Security Cooperation Plan.

2.1 Specific Duties. The Contractor shall be responsible for the following:

2.1.1 Written Translation Services. Written translations of written material from Spanish to English and English to Spanish as provided by the Contracting Officer's Representative (COR). Translated written material shall be proofed for content, syntax, grammar and spelling prior to delivery to the Government. The COR shall provide clarification to the Contractor of the content of written material to be translated in a timely manner, if required, in order to adequately complete the translation by the required delivery date. Anticipated written translation services include, but are not limited to the translation of an estimated 3,000 pages of orders, directives, publications, technical manuals, class material and presentations in support of U.S. Naval Mission security assistance programs.

2.1.2 Oral Translation Services

2.1.2.1 Oral translation services from Spanish to English and English to Spanish to support visits, meetings and conferences of U.S. and Colombian personnel as requested by the Government. Oral translation services shall include, but not be limited to presentations, meetings, classes and discussions in support of Mobile Training Teams, Counter Narco-Terrorism Missions and Traditional Commander's Activity events in support of U.S. Naval Mission security assistance programs. Oral translation services shall not be limited to formal occasions. This may include conversations which would be expected to occur during social in-calls, meals and during travel.

2.1.2.2 The Contractor shall ensure that personnel assigned to perform oral translation services under this contract are available in the location and at the time designated by the COR. Anticipated oral translation services include, but are not limited to 1,100 hours of regular translation and 250 hours of overtime translation per year.

2.1.3 Liaison Services and Subject Matter Expert

2.1.3.1 Liaison services shall be provided concurrent with oral translation services and in addition to oral translation services. Liaison services shall include but not limited the following:

- Provide planning support and advice and assist in the communications, logistics and administrative support to U.S. training teams deployed in support of host nation units, to include required coordination for the delivery and receipt of personnel, services and equipment.
- As a Subject Matter Expert in infantry training and tactics, provide recommendations to the Colombian Marine Corps for improvement where needed with emphasis on doctrine, personnel, training, operational planning, communications, and logistics.
- Assist the Colombian Marine Corps in planning for force structure, training, and equipping of its forces and with the on-going Naval Mission and U.S. Marine Corps Forces South efforts involved in renovating the Colombian Marine Corps logistics infrastructure and functions; establishing career paths and military occupational specialties; reforming the Colombian Marine Corps manpower management system; implementing training management and unit readiness planning; establishing maintenance management, supply and distribution policies and procedures; and assisting in establishing orders, directives and standards for motor transport operations and maintenance, bulk fuel operations and maintenance, water survival, designated marksman, drill instructor, formal instructor and martial arts programs.
- Assist the Colombian Marine Corps in the development of project plans for the establishment of the Colombian Marine Corps Regional Training Center in Jesus del Rio, Zambrano, Bolivar, to include master plan development, design and requirements determination, resource utilization, budget development, socio-political impact studies, and infrastructure support studies.
- Maintain close and continual professional liaison with the Commandant of the Colombian Marine Corps, his general staff, and the Commanders and staffs of subordinate Marine commands.
- Coordinate and support events as required in accordance with USMILGP Colombia established force protection and personnel accountability policies.
- Attend required presentations and meetings with information prepared prior to the event and with follow-up reports submitted within one week of end of event.

2.1.3.2 The Contractor shall ensure that personnel assigned to perform liaison services under this contract are available in the location and at the time designated by the COR. Liaison services to be provided in addition to the oral translation services identified in Paragraph 2.1.2 are anticipated to include, but not limited to 4,160 hours of regular time and 550 hours of overtime services per year.

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

LOCATION	PERIOD OF PERFORMANCE	EVENT
Malagana	February 7 – 13, 2010	Tactical Vehicle Operations/Maintenance SMEE
Corozal & Buenaventura	February 7 – 20, 2010	Manpower Management Assist Visit
Puerto Leguizamo	February 8 – 23, 2010	Landing and Subsequent Operations SMEE
Coveñas	February 14 – 21, 2010	Instructor Management Program Assessment
Malagana	March 1 – 17, 2010	Tactical Vehicle Operations/Maintenance MTT
Coveñas	March 7 – 13, 2010	Training Management Conference
Pto Leguizamo, Tumaco & Barrancabermeja	March 7 – 31, 2010	Bulk Fuel Operations MTT
Coveñas	April 11 – 17, 2010	Drill Instructor Program Assessment
Coveñas	May 3 – 28, 2010	Convoy Operations / Counter IED Training
Bahía Solano	May 9 – 15, 2010	Combined Operations Seminar
Jesus del Rio	May 16 – 22, 2009	Regional Training Center Development
Bahía Solano	May 23 – 29, 2010	Advanced Infantry Tactics MTT PDSS
Buenaventura, Corozal & Bogota	June 6 – 26, 2010	Training Management MTT
Coveñas	June 13 – 26, 2010	Instructor Management Program Assist Visit
Manzanilla del Mar	June 13 – July 2, 2010	Non-Lethal Weapons MTT
Brazo de Matantugo	July 7 – 14, 2010	Panamax Riverine Phase PDSS
Bahía Solano	July 12 – September 3, 2010	Advanced Infantry Tactics MTT
Corozal & Buenaventura	July 25 – 31, 2010	Manpower Management Assessment
Coveñas	August 1 – 7, 2010	Water Survival Program Assessment
Coveñas	August 15 – 28, 2010	Marksmanship Program Development MTT
Jesus del Rio	August 22 – 28, 2010	Regional Training Center Development
Malagana	September 5 – 25, 2010	Mobility Battalion Development
Brazo de Matantugo	September 13 – 20, 2010	Panamax Riverine Phase
Jesus del Rio	October 17 – 22, 2010	Regional Training Center Development
Coveñas	October 24 – 30, 2010	Marksmanship Program Assessment
Buenaventura, Corozal, Coveñas & Bogotá	November 13 – 26, 2010	Manpower Management Assist Visit

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

3.0 CONTRACTOR QUALIFICATIONS/REQUIREMENTS

3.1 Language Capability. Contractor personnel shall possess a professional working proficiency of the Spanish and English languages. Professional working level as it relates to this requirement is a score of 80 or above on the American Language Course Proficiency Test (ALCPT) or equivalent.

3.2 Weapons Qualifications. Contractor personnel shall be qualified with the M-9 Service Pistol per USMILGP, Bogota policy.

3.3 Education. Contractor personnel shall have a Bachelor's degree.

3.4 Experience: Contractor personnel shall have a minimum of fifteen (15) years experience in the following areas. Experience in all of these areas shall be current and shall have been obtained in the last 15 years.

3.4.1 Working directly with foreign military and police units involved in counter narco-terrorism and riverine missions.

3.4.2 Planning and conducting Riverine and Supporting Operations and in military combat arms with an emphasis in infantry tactics and maneuver warfare.

3.4.3 Planning, coordinating, conducting, supervising and evaluating training provided to foreign military and police forces involved in counter narco-terrorist activities by U.S. training teams.

3.4.4 Applying complex analytical and problem solving methods to evaluate programs and recommend appropriate corrections with experience as a skilled negotiator required in order to coordinate sometimes widely divergent views that exist between U.S. Government agencies and the host nation.

3.4.5 Oral and written communication to prepare and present complex analyses, recommendations and solutions, including reporting cables, speeches, proposals and reports.

3.5 Knowledge of and working interaction with the following:

3.5.1 Current Colombian Military Forces in general and Colombian Naval Forces specifically, to include Colombian Naval Forces policy formulation processes, staff organizations and functions, budgeting processes, maintenance organizations, manpower management systems and training programs and methodologies.

3.5.2 Current development strategy and plans for the establishment of the Colombian Marine Corps regional Training Center

3.5.3 Current Colombian Marine Corps development programs to include Logistics Infrastructure Reformation, Military Occupational Specialties and Manpower Management System Development, Designated Marksman, Water Survival, Drill Instructor Cadre, Motor Transport Operations and Maintenance, Martial Arts, Bulk Fuel Operations and Maintenance, Formal Instructor and Curriculum Development and the U.S. Marine Corps programs associated with these programs.

3.5.4 Colombian Government and military structures and functions to include current applicable Colombian laws, agreements, regulations and policies governing Colombian military operations with an emphasis on Colombian Naval Forces and Colombian National Police Special Forces.

3.5.5 Current U.S. Marine Corps and Naval Special Warfare missions, organizations and deployment requirements.

3.5.6 Political, economic, legal, and military environment of Colombia and the regional factors affecting the U.S. and Colombian counter-narcotics programs in order to adequately analyze and coordinate program and mission objectives.

3.5.7 Program management policies, concepts, practices and principles in order to analyze and develop recommendations for program operations and objectives. The position requires strong management, drafting, analytical and interpersonal skills and encompasses the major elements of program management, including resource management, analysis, coordination, and reporting

3.5.8 Colombian education and training programs and procedures, to include but not limited to secondary, vocational, and university; curriculum development; and education and training reforms currently being implemented by both the Colombian Ministry of Education and the Ministry of Defense.

3.5.9 Management information systems, to include word processing, project management, accounting, database management and graphics applications, basic statistics, accounting, budget and economic principles and techniques. This includes but not limited to MSWord, Excel, PowerPoint and Project.

4.0 Special Requirements

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

4.2 Identification Badges and Written and Oral Correspondence. All Contractor personnel shall wear Contractor photo identification badges above their waist level that are visible at all times. Contractor personnel shall identify themselves in all written and oral correspondence as Contract employees and shall ensure not to represent themselves as U.S. Government officials or U.S. Government employees.

4.3 Travel. Travel internal to Colombia shall be required during the performance of this contract. The use of either U.S. Military and/or Colombian conveyances during this travel may be required due to limitations and restrictions or unavailability of commercial air. The COR will notify, whenever possible, Contractor personnel a minimum of five days in advance of the requirement. The Contractor shall execute Contractor travel under this contract according to U.S. Joint Federal Travel Regulations (JFTR). All travel associated with this requirement shall be reimbursed on a cost reimbursable basis in accordance with the JFTR. Only actual costs will be reimbursed. General and administrative, overhead or any indirect cost or profit shall not be reimbursed. Notwithstanding the JFTR, the Contractor shall turn-in all receipts for any item claimed in excess of \$25.00. This includes but is not limited to taxi services, hotel receipts, gasoline bills, air plane tickets, etc.

4.4 Other Direct Costs. These costs include supplies that may be required during the performance of this contract for items to be given to the Colombian Military or in support of an event directly supporting the Naval Mission's security cooperation plan. It does not include the supplies required by the Contractor to complete the daily tasks under this contract. All items under this CLIN shall be approved by the COR prior to procurement. Only actual costs will be reimbursed. General and administrative, overhead or any indirect cost or profit shall not be reimbursed.

4.5 Substandard and/or Hostile Living and Work Conditions. Oral translation and liaison services as provided by this contract shall require that Contractor personnel travel to remote sites within Colombia, considered high threat environments or "red zones" by both U.S. and Colombian Government agencies and where freedom of personal movement shall be limited or nonexistent. While working in these sites, Contractor personnel shall be required to live on Colombian military bases in shared quarters with U.S. and/or Colombian military personnel. Additionally, oral translation shall be required during exercises and/or training where Contractor personnel shall be required to live and work in field conditions which shall require Contractor personnel to sleep in the open (no tent or building) and eat either field rations or rations prepared in field conditions.

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

4.7 Special Training. Within three days after contract award, Contractor personnel shall have completed SOUTHCOM mandated Force Protection and Personnel Recovery Training (SERE Level B) or a similar program of instruction. Government assistance to access applicable information, materials and websites will be provided by the COR as requested to complete this requirement.

5.0 Government Resources

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

5.2 Office Space. Conditions of workspaces provided by Colombian military forces while working at remote sites are usually substandard and available on a case-by-case basis. No office space will be available when conducting translation and liaison services in field conditions.

5.3 Information Manuals. The Government shall provide assigned Contractor personnel with U.S. operational manuals and additional U.S. reference documentation required in support of this task.

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

6.0 Contractor Responsibilities.

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

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

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

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

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

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

6.5 Key Personnel. This is an essential personnel position. In order to ensure a smooth and orderly start up of work, contractor shall ensure the individual(s) whose resume(s) was/were included in the proposal and accepted by the Government be available on the effective date of the contract.

6.5.1 The contractor shall not remove or replace any individual designated as "Key personnel" without the written concurrence of the COR and approval of the Contracting Officer. Prior to utilizing other than the individual specified in the proposal, the contractor shall notify in writing the Contracting Officer and the COR. This notification shall be no later than ten (10) calendar days in advance of any proposed substitution and shall include

justification (including resume(s) of proposed substitution(s) in sufficient detail to permit evaluation of the impact on the contract.

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

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

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

PWS Reference	Performance Objective	Performance Standard	Acceptable Quality Level	Monitoring Method	Remedy
2.1.1	Accuracy of Written Translation Services	Written translation of written material from Spanish to English and English to Spanish shall be proofed for content, syntax, grammar and spelling prior to delivery to the Government.	95% compliance required	COR Surveillance Written Customer Complaint	Poor performance results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
2.1.1	Timeliness of Written Translation Services	Written translation of written material from Spanish to English and English to Spanish are delivered on time per the delivery schedules established by the COR.	95% compliance required	COR Surveillance Written Customer Complaint	Poor performance results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
2.1.2.1	Accuracy of Oral Translation Services	Oral translation from Spanish to English and English to Spanish in support of visits, meetings and conferences of U.S. and Colombian personnel are completed accurately per the delivery schedules established by the COR.	95% compliance required	COR Surveillance Written Customer Complaint	Poor performance results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
2.1.3.1	Accuracy of Liaison Services	Liaison services are completed accurately per the delivery schedules established by the COR.	95% compliance required	COR Surveillance Written Customer Complaint	Poor performance results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
2.2	Timeliness of Oral Translation and Liaison Services	Contractor personnel are present in the location and at the time required per the delivery schedules established by the COR.	100% compliance required	COR Surveillance Written Customer Complaint	Poor performance results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.

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

**QUALITY ASSURANCE SURVEILLANCE PLAN
FOR
TRANSLATION AND LIAISON SERVICES
NAVY MISSION - U.S. MILITARY GROUP BOGOTÁ**

1. **General Quality Assurance Surveillance Plan (QASP):** This QASP has been developed to evaluate Contractor actions while performing functions associated with the Naval Mission Bogotá Liaison and Translation Services Contract Performance 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 required to meet the terms of the contract. The role of the Government is simply to conduct quality surveillance to ensure contract standards are achieved.
2. **General PWS Scope:** The Contractor shall provide liaison services as required by the Government to facilitate the planning, arrival, visit and departure of U.S. personnel to Colombia military bases, written translation in support of the production of documentation relative to the various special programs the Naval Mission is coordinating with the Colombian Marine Corps, and oral translation services in support of visits, meetings, conferences and training of U.S. and Colombian personnel as directed by the Government. All necessary supplies and equipment needed to meet the requirements of this contract are Government furnished and the Contractor is responsible for providing the necessary manpower, administration and management functions to meet the terms of the PWS. This Contractor solely supports the Department of Defense.
3. **Contractor Established Quality Assurance Programs:** The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a “self-correcting” contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the Contractor to success. Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.
4. **Specific Work/Tasks Designated for Periodic Surveillance:**

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

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

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

REMEDY: Poor performance results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.

5. **STANDARD:** The written and oral translation and liaison services will be provided to U.S. Government personnel in accordance with schedules provided by the Contracting Officer's Representative (COR) after award. The Contractor shall respond to all service requests within one day. In the case of contractor personnel becoming incapacitated due to illness or injury and unable to continue performance on a specific task the contractor shall provide a replacement within one day pursuant to available transportation to the site where services are being provided.

6. **SURVEILLANCE:** COR Surveillance and written customer complaint.

7. **PROCEDURES:** Surveillance method for written translation is 100% Inspection and for oral translation and liaison services are 50% Inspection and/or customer comment. The COR will provide written documentation to the contracting officer if the Contractor does not comply with the schedule established for written translation or with the quality levels required for oral translation and liaison services.

8. **CONCLUSION:** The QASP will be used by the COR, as a systematic surveillance program to help ensure contract standards are met. The Contractor is reminded that they, not the Government, are responsible to meet all contract terms and conditions as identified in the PWS.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

Note: Period of performance will start two (2) weeks after contract award or 3 March 2010 whichever comes first.

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 03-MAR-2010 TO 02-MAR-2011	N/A	USMILGP COLOMBIA - NAVY MISSION MICHEL MONBOUQUETTE TUMACO (PASTO) TUMACO 266-1214 FOB: Destination	WF7LKT
0002	POP 03-MAR-2010 TO 02-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0003	POP 03-MAR-2010 TO 02-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0004	POP 03-MAR-2010 TO 02-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0005	POP 03-MAR-2010 TO 02-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0006	POP 03-MAR-2010 TO 02-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0007	POP 03-MAR-2010 TO 02-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0008	POP 03-MAR-2010 TO 02-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	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)	SEP 2009
52.214-34	Submission Of Offers In The English Language	APR 1991
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-17	Interest	OCT 2008
52.237-3	Continuity Of Services	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.232-7008	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.

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

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

- a. Technical Acceptability
- b. Price

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

B. FACTORS TO BE EVALUATED

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

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

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

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

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

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

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

(b) Resume of Key Personnel. Contractor shall submit the resume of the individual(s) proposed addressing all the qualifications and experiences identified under Par 3.0 through Par 3.5.9 in the Performance

Work Statement. Personnel who do not clearly meet the requirements identified in the paragraphs stated above may result in the interpretation of the offeror's proposal to be technically unacceptable.

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

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

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

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

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

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) 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 business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

(Offeror to identify the applicable paragraphs at (c) through (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:

(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.

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

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

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

Line Item No.

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

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

(List as necessary)

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

(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 (SEP 2009)

(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) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (27) 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.)
- ___ (28)(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.)
- ___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .
- ___ (30)(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.
- ___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (32)(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.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (34) 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).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 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))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

X (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(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) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(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)

52.233-2 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
Chief, Reginal Contracting Office - Bogota
US Embassy – Bogota
MILGP Unit 5140
APO AA 34038-5140

(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

(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

(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) X 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) X 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) ____ 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)