

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W913FT-15-Q-0005	6. SOLICITATION ISSUE DATE 04-May-2015
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME ANA MONTES	b. TELEPHONE NUMBER (No Collect Calls) 011-571-275-2552	8. OFFER DUE DATE/LOCAL TIME 12:00 AM 14 May 2015
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9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP UNIT 5130 AP0 AA 34038-5130  TEL: 011-571-275-2552 FAX: 011-571-275-2084	CODE W913FT	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)      NAICS: 325412 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)      SIZE STANDARD: 750
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO  <b>SEE SCHEDULE</b>	16. ADMINISTERED BY
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17a. CONTRACTOR/OFFEROR  TELEPHONE NO.	18a. PAYMENT WILL BE MADE BY
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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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	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
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:	31c. DATE SIGNED
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PROJECT#27146 MEDCAP LA MACARENA FFP MEDCAP FOR TUMACO PROJECT #27146 (See attached list EXHIBIT A)	1	Lot		
* The total price includes delivery to Florencia, Caqueta (see shipping instructions)					
FOB: Destination					
PURCHASE REQUEST NUMBER: 0010685570					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PROJECT#27147 MEDCAP VISTA HERMOSA FFP MEDCAP FOR VISTA HERMOSA #27147 (See attached list EXHIBIT A)	1	Lot		
* The total price includes delivery to Florencia, Caqueta (see shipping instructions)					
FOB: Destination					
PURCHASE REQUEST NUMBER: 0010685731					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot		

PROJECT#27149 MEDCAP PUERTO LGUIZAM  
 FFP  
 MEDCAP FOR PUERTO LEGUIZAMO PROJECT#27149 (See attached list EXHIBIT A)

\* The total price includes delivery to Florencia, Caqueta (see shipping instructions)  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: 0010685732

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot		

PROJECT#27150 MEDCAP NAZARETH C/MARC  
 FFP  
 MEDCAP FOR MACARENA PROJECT#27150 (See attached list EXHIBIT A)

\* The total price includes delivery to Nariño (see shipping instructions)  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: 0010685867

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	PROJECT#27151 MEDCAP LAURIBE META FFP MEDCAP FOR LA URIBE PROJECT#27151 (See attached list EXHIBIT A)	1	Lot		
* The total price includes delivery to Nariño (see shipping instructions)					
FOB: Destination					
PURCHASE REQUEST NUMBER: 0010686029					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	PROJECT#27245 MEDCAP FOR GUACAYAN FFP MEDCAP FOR GUAYACAN PROJECT#27245 See attached list EXHIBIT A)	1	Lot		
* The total price includes delivery to Nariño (see shipping instructions)					
FOB: Destination					
PURCHASE REQUEST NUMBER: 0010686075					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	PROJECT#27482 MEDCAP FOR LA TOLA NAR FFP MEDCAP FOR NARIÑO PROJECT#27482 (See attached list EXHIBIT A)	1	Lot		
* The total price includes delivery to Nariño (see shipping instructions)					
FOB: Destination					
PURCHASE REQUEST NUMBER: 0010686079					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	PROJECT#27887 MEDCAP FOR FLORIDA VAL FFP MEDCAP FOR FLORIDA PROJECT#27887 (See attached list EXHIBIT A)	1	Lot		
* The total price includes delivery to Florencia, Caqueta (see shipping instructions)					
FOB: Destination					
PURCHASE REQUEST NUMBER: 0010686144					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	PROJECT#27960 MEDCAP FOR ORITO PUTUM FFP MEDCAP FOR PUTUMAYO PROJECT#27960 See attached list EXHIBIT A)	1	Lot		
* The total price includes delivery to Florencia, Caqueta (see shipping instructions) FOB: Destination PURCHASE REQUEST NUMBER: 0010686146					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	PROJECT#28127 MEDCAP FOR TIMBIQUI NA FFP MEDCAP FOR TIMBIQUINA PROJECT#28127 See attached list EXHIBIT A)	1	Lot		
* The total price includes delivery to Nariño (see shipping instructions) FOB: Destination PURCHASE REQUEST NUMBER: 0010686148					

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NET AMT

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government

0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	27-MAY-2015	1	CIVIL AFFAIRS-COLOMBIA STEPHENSON, MICHAEL MILITAR BASE FLORENCIA 57-320-305-9792 FOB: Destination	W9094C
0002	27-MAY-2015	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0003	27-MAY-2015	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0004	27-MAY-2015	1	CIVIL AFFAIRS-COLOMBIA RIVERA, HARRISON 23RD BRIGADA BASE AVENIDA COLOMBIA, CALLE 22 PASTO 57-320-234-8097 FOB: Destination	W9094C
0005	27-MAY-2015	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0006	27-MAY-2015	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0007	27-MAY-2015	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0008	27-MAY-2015	1	CIVIL AFFAIRS-COLOMBIA STEPHENSON, MICHAEL MILITAR BASE FLORENCIA 57-320-305-9792 FOB: Destination	W9094C
0009	27-MAY-2015	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

0010 27-MAY-2015 1 (SAME AS PREVIOUS LOCATION) W9094C  
 FOB: Destination

#### CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-4	Contract Terms and Conditions--Commercial Items	DEC 2014
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
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	OCT 2013
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

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

1. Technical Acceptability - Offers will be rated on an "Acceptable", or "Unacceptable" basis. Technical acceptability will be determined by the quoted items meeting or exceeding all the specifications/requirements in the Exhibit A. If one of the specifications is not met, the offer shall be considered technically unacceptable and shall not be considered for award. Offeror shall submit a certification stating that the contractor has the capability to provide all the requirements stated in the solicitation. Offeror shall include a certification on the company letterhead and

signed by an authorized representative of the company indicating offerors are authorized for sale and distribute medicines and medical supplies in Colombia.

2. Price - Price will not be assigned an adjectival rating; however, proposed prices evaluated as unreasonably high may be grounds for eliminating an offer from the competitive range. Price will be evaluated to determine if the offeror's proposed price is fair, reasonable, and balanced utilizing price analysis techniques in accordance with the guidelines in FAR 15.404-1(b). The Government will award contracts to offerors whose technically acceptable proposal represents the lowest price to the Government. Unless otherwise specified, offerors shall submit prices for all CLINs. Failure to submit a price for any CLIN/sub-CLIN shall result in the offer being considered unacceptable.

Award will be made to the lowest priced technically acceptable proposal

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

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) Concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"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.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 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 product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(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 electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM 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 (p) 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 electronically 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 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 to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) 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.

(9) 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:

\_\_\_

(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone 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 each HUBZone small business

concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --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--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--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--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, Panamanian, 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--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, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

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

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

[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-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 -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American-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-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III*. If Alternate III 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

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

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

[List as necessary]

(5) 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)(5)(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 statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(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 products.*

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.

(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 Labor Standards.* (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 (or subcontractor in the case of an exempt subcontract) 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 Labor Standards 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 the SAM 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

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

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

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [ \_\_\_ ] has or [ \_\_\_ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

—

Immediate owner legal name:

—

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity:

[ \_\_\_ ] Yes or [ \_\_\_ ] No.

(3) If the Offeror indicates ``yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

—

Highest-level owner legal name:

—

(Do not use a ``doing business as" name)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_ (15)(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.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

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

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

\_\_\_ (iv) Alternate III (OCT 2014) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- \_\_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- \_\_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- \_\_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_\_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- \_\_\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- \_\_\_\_ (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).
- \_\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_\_ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (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.)
- \_\_\_\_ (35)(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.)
- \_\_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_\_\_ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (39)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (54)(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) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

\_\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract

for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

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

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the Global Currency Exchange Rates Report published daily by the Charleston Financial Service Center in effect as stated below. This is the official rate to be used for all financial transactions processed by the Embassy in Bogota.

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

(b) For acquisitions conducted using negotiation procedures--

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

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

(End of provision)

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

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

Regional Contracting Office (RCO) – Bogota  
U.S. Embassy – Bogota  
MILGP Unit 5140  
APO AA 34038

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

(End of provision)

**ADDENDUM:****52.233-4703 HQ, AMC-LEVEL PROTEST PROGRAM**

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests other than protests to the contracting officer) to:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256)450-8840

The AMC-level protest procedures are found at: <http://www.amc.army.mil/pa/COMMANCOUNSEL.asp>  
If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

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

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

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

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

#### 252.229-7001 TAX RELIEF (SEPT 2014)

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

NAME OF TAX: IVA RATE (PERCENTAGE): 16%

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

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a

factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

ADDENDUM TO FAR 52.212-1

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

1. OFFER SUMITTAL INSTRUCTIONS: Offerors are required to submit a complete offer package as listed in Paragraph 2 below. Hard copy or electronic copy of the offers are acceptable. Offer packages must be received on or before the solicitation closing date and time.

a. Submit complete offer packages:

Regional Contracting Office – Bogota  
U.S. Embassy - Bogota  
Attn: Ana Montes or Robert De Visser  
MILGP Unit 5140  
APO AA 34038-5140

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

Ana Montes  
ana.l.montesromero.ctr@mail.mil  
Tel: 275-2607  
Alternate  
Robert De Visser  
robert.r.devisser@tcsc.southcom.mil  
Tel: 275-4228

c. Vendors that intend to hand deliver offers must notify Ana Montes or Robert De Visser at least one (1) day prior to the closing date to coordinate acceptance and delivery.

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

e. The Government reserves the right to extend the notification deadline of the solicitation up to the date offers are initially due. The Government may reject any or all responses if such actions are in the public interest and/or waive informalities and minor irregularities in the submitted offers. The Government reserves the right to cancel this Request for Quote (RFQ) and make no award. By responding to this RFQ and submitting a offer in response to the RFQ, the Contractor understands that the Government shall not be liable for any costs incurred by the Contractor in response to this RFQ.

f. Offers submitted electronically via e-mail shall be prepared in Microsoft application programs (i.e., Word and/or Excel).

g. Minimum Offer Acceptance Period - The offer acceptance period is 60 days. The vendor shall make a clear statement in its Offer Documentation that the offer is valid for a period of not less than 60 days from receipt of offers.

2. OFFER FILES Offeror shall submit the following:

(a) Technical Offer.

(1) List of Medicines with the specifications of each item as stated in the Exhibit A.

(2) Certification that the contractor will provide the items stated in the solicitation. Certification shall clearly indicate that the contractor can meet this requirement and can deliver all items in the locations stated in the

Shipping Instructions. Certification shall be on the company letterhead and signed by an authorized representative of the company

(b) Price Offer

(1) Standard Form 1449, Solicitation/Contract/Order for Commercial items and Acknowledgment of Amendments, if any. This form shall be signed by an authorized representative of the company.

(2) Schedule of Supplies and Services indicating total offered cost/price.

(3) Completed Representations and Certifications

FAR 52.212-3 Offeror Representations and Certifications – Commercial Items 1

GOVERNMENT POC

**GOVERNMENT POINT OF CONTACT:**

**REQUIRING ACTIVITY**

Rosablas, Javier MSG USARMY  
Email: javier.rosablas.mil@mail.mil  
Tel: 011-310-2420093

## CONTRACT SPECIALIST

Ana Montes

E-mail: ana.l.montesromero.ctr@mail.mil

Tel: 011-57-1-275-2907

EXHIBIT A**EXHIBIT A**

The list below is the package for all the CLINs and it must be delivered to the locations specified under shipping instructions.

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	ACETAMINOFEN 500 MG	TABLETA	14,000		
2	ACICLOVIR 200MG	TABLETA	200		
3	ACICLOVIR 5%	TUBO	50		
4	ACIDO ASCORBICO 100MG/ML SOLUCION ORAL	FRASCO	400		
5	ACIDO ASCORBICO 500MG PASTILLAS	TABLETA	7,000		
6	ACIDO FUSIDICO CREMA	TUBO	50		
7	ACIDO VALPROICO 250MG	TABLETA	150		
8	AEROVIAL: (FORMOTEROL + BUDESONIDA)	INH	200		
9	AGUA OXIGENADA	FRASCO	6		
10	AGUJA SILICONADA CORTA X 100 UND	CAJA	15		
11	AGUJA SILICONADA LARGA X 100 UND	CAJA	15		
12	ALBENDAZOLE TAB X 200 MG	TABLETA	700		
13	ALBENDAZOLE 100 MG/5 ML (2%) SUSP	FRASCO	800		
14	ALGODON ENROLLADO	PAQUETE	10		
15	AMOXICILINA 500 MG	TABLETA	1,000		
16	AMOXICILINA SUSP 250MG/5ML X 60ML	FRASCO	100		
17	AMPICILINA 500MG	TABLETA	600		
18	AMPICILINA SUSP X 250MG/5ML 60ML	FRASCO	50		
19	ANESTESIA TOPICA ( BENZOCAINA)	FRASCO	10		
20	ANYOSIME (PAQUETEX10)	PAQUETE	10		
21	BANDA METALICA PORTAMATRIZ 3M	ROLLER	10		
22	BATAS DESECHABLES X 12 UNIDADES	PAQUETE	10		
23	BETAMETASONA 0,05% CRUNIDADM	TUBO	240		
24	BISACODILO 5 MG	GRAGEA	200		
25	CALCIO CARBONATO TAB X 600MG	TABLETA	2,000		
26	CAPTOPRIL 25MG	TABLETA	500		
27	CARBAMAZEPINA TAB X 200MG	TABLETA	50		
28	CEFALEXINA CAP X 500MG	TABLETA	1,500		
29	CEFALEXINA SUSP 250MG/5ML 60ML	FRASCO	50		
30	CEPILLOS DE PROFILAXIS	UNIDAD	400		
31	CIPROFLOXACINA TABX 500MG	TABLETA	400		
32	CLOTRIMAZOL SOLUCION OTICA 1%.	FRASCO	20		

33	CLOTRIMAZOL 1% TOPICAL CRUNIDADM	TUBO	200		
34	CLOTRIMAZOL VAGINAL Cream 1%	TUBO	150		
35	CLORTRIMAZOL TABLETA VAGINAL		600		
36	COLISTINA + CORTICOIDE+NEOMICINA+0,15%+0,05% SOLUCION OTICA(CORTISPORIN)	FRASCO	25		
37	CROTAMITON LOCION TOPICA AL 10%	FRASCO	100		
38	CUBETA DE FLUOR PAQUETE X 12 UNIDADES	PAQUETE	12		
39	DETARTROL	FRASCO	10		
40	DESITIN OR A&D CREAM	TUBE	80		
41	DEXAMETASONA 4MG VIAL	VIAL	50		
42	DICAL 1 KIT	KIT	10		
43	DICLOFENACO 1%-GEL	TUBO	200		
44	DICLOFENACO AMP 75MG/3ML	AMPOLLA	30		
45	DICLOFENACO SODIO 50 MG GRAGEA	PASTILLA	6,000		
46	DICLOXACILINA CAP X 500MG	TABLETA	300		
47	DICLOXACILINA SUSP X 250MG/5ML 80ML	FRASCO	40		
48	DIPIRONA INJ.	AMPOLLA	20		
49	DOXICICLINA 100MG	TAB	150		
50	DIMETAPP	FRASCO	100		
51	DICLOFENACO OPHTHALMIC GOTAS	BOTELLA	15		
52	ENALAPRIL 20MG	TABLETA	400		
53	EUGENOL	FRASCO	10		
54	FENCAFEN	TABLETA	100		
55	FENITOINA	TABLETA	50		
56	FLUCONAZOL 200 MG Cápsula	TABLETA	1,500		
57	FLUOR GEL	FRASCO	10		
58	FOLICO ACIDO TABX1 MG	TABLETA	2,500		
59	FRESAS ZECRYA	UNIDAD	10		
60	FRESAS CILINDRICAS	UNIDAD	35		
61	FRESAS DE LLAMA	UNIDAD	35		
62	FRESAS PUNTO PARA RESINA	UNIDAD	35		
63	FRESAS REDONDAS GRANDES	UNIDAD	35		
64	FUROSEMIDA TAB X 40MG	PASTILLA	60		
65	GAFAS DE PROTECCION TRANSPARENTES	UNIDAD	10		
66	GAFAS DE PROTECCION UV	UNIDAD	10		
67	GARAMYCINA OFTALOMOLOGICA (GENTAMICINA)	FRASCO	30		
68	GLIBENCLAMIDA 5MG (GLYBURIDE 5mg)	TABLETA	400		
69	GLICERINA CARBONATADA	FRASCO	30		
70	GORROS DESECHABLES X 12 UNIDADES	PAQUETE	2		
71	GENTAMICINA 3mg/ml OPHTHALMIC GOTAS		25		
72	MULTIVITAMIN (Multic-Vita)	Jarabe	400		

73	GUANTES DESECHABLES TALLA L X 100 UNIDADES	CAJA	5		
74	GUANTES DESECHABLES TALLA M X 100 UNIDADES	CAJA	10		
75	GUANTES DESECHABLES TALLA S X 100 UNIDADES	TABLETAS	8		
76	GUAIFENESIN SYRUP	FRASCO	150		
77	HIDROCLOROTIZIDA 25MG	TAB	800		
78	HIERRO (FERROSO) Sulfato Anhidro 100-300mg PASTILLAS or recovered PASTILLAS	TABLETA	6,000		
79	HIERRO (FERROSO) Sulfato Anhidro 20-25mg de Fe/ml /2-2,5%) Solución Oral.	FRASCO	100		
80	IBUPROFENO 400MG	TABLETA	5,000		
81	IVERMECTINA(Ivermectin)	BOTELLA	100		
82	INTERVENOUS LINE (IV LINE FOR NaCL 0.9%INJ) Compuesto por: 1 Lactato de Ringer, 1 Equipo Venocllisis, 1 Cateter intravenoso	PAQUETE	20		
83	LACTATO DE RINGER 500cc		5		
84	SALINA NACL 0.9% 100CC		20		
85	CATETER INTRAVENOSO 18G		10		
86	CATETER INTRAVENOSO 20G		12		
87	CATETER INTRAVENOSO 22G		24		
88	CATETER INTRAVENOSO 24G		0		
89	IONOMERO DE VIDRIO TIPO II COLOR A2	KIT	10		
90	JABON QUIRURGICO	GALON	10		
91	JERINGAS DE 5 CC	UNIDAD	200		
92	KETOPROFENO 100 MG	PASTILLA	500		
93	KIT EQUIPO PARA EXAMEN VAGINA CITOLOGIA(especulo,citocepillos,lamina,p ortalamin)	UNIDAD	200		
94	LAGRIMAS NATURALES	BOTELLA	200		
95	LECHE NAN 1	TARRO	150		
96	LEVONORGESTREL 0,03 MG BLISTERX35 TAB	PASTILLA	3,000		
97	LIJAS METALICAS X 12 UNIDADES	PAQUETE	10		
98	LIMAS ENDODONCIA 1RA SERIE(cajax6unidades)	CAJA	10		
99	LORATADINA 10MG	TABLETA	3,000		
100	LOSARTAN 50MG	TABLETA	800		
101	MAXITROL GOTAS (WASSETROL)-ANTIBIOTICO OFT	FRASCO	70		
102	MEBENDAZOL 100 MG SUSPENSION	FRASCO	100		
103	METAFORMINA hcl 850MG	TABLETA	1,000		
104	METOCARBAMOL 750MG	TABLETA	800		
105	METOCLOPRAMIDA HCL 10MG	FRASCO	100		
106	METOCLOPRAMIDA HCL 10MG	PASTILLA	2,000		
107	METRONIDAZOL 500MG PASTILLAS	TABLETA	2,500		

	ORALES				
108	METRONIDAZOL SUSP X 250MG/5ML 120ML	FRASCO	100		
109	MILANTA * 360 ML (HIDROXIDO DE ALUMINIO)	FRASCO	100		
110	NEOMINA-POLIMIXINA-CORTICOIDE Gt.	FRASCO	30		
111	OMEPRAZOL 20MG	TABLETA	4,000		
112	OTYCAINE	CAP	40		
113	OXIDO DE ZINC	FRASCO	4		
114	PAPEL DE ARTICULAR	SOBRE	6		
115	PASTA PARA PROFILAXIS	BOTELLA	16		
116	PASTILLA REVELADORA X 50UNIDADES	BOTELLA	12		
117	PENICILINA G BENZATINICA	AMPOLLA	10		
118	PEDIA SURE	FRASCO	100		
119	PYRANTEL 250MG	PASTILLA	1,200		
120	POLIVITAMINAS Y MINERALES	TABLETA	2,000		
121	POLVO LECHE PARA BEBE,400MG	CAJA	120		
122	PRICANEST 3%	CAJA	8		
123	PREDNEFRIN OPHTHALMIC	BOTELLA	10		
124	PATANOL OPHTHALMIC	BOTELLA	20		
125	QUADRIDERM TRICONJUGADO	TUBO	75		
126	RANITIDINA TAB X 300MG	TABLETA	4,000		
127	RESINA B1 - 3M	JERINGA	6		
128	RESINA DE COLOR A2 - 3M	JERINGA	6		
129	RESINA DE COLOR A3 - 3M	JERINGA	6		
130	RESINA DE COLOR A3.5 -3M	JERINGA	6		
131	RESINA DE COLOR B2 3-M	JERINGA	6		
132	ROXICAINA 2% CARPULAS	CAJA	12		
133	SALBUTAMOL 100MCG/DOSIS INHALADOR	INH	100		
134	SALES DE REHIDRATACION ORAL SOBRES	SOBRE	150		
135	SECNIDAZOL 500MG/15 ml.	BOTELLA	100		
136	SELLANTE	BOTELLA	8		
137	SERVILLETAS	PAQUETE	12		
138	SUERO FISIOLÓGICO	FRASCO	50		
139	SULFACETAMIDA SODICA 10% SOLUCION OFTALMICA	FRASCO	20		
140	SULFADIAZINA DE PLATA CREMA TOPICA	TUBO	30		
141	SUTURA 4-0 CON AGUJAS X 12	CAJA	2		
142	TAPABOCAS CAJAX 50	CAJA	4		
143	TERRAMICINA OPHTALMOLOGIC UNGUENT	TUBO	45		
144	TIAMINA 300 MG PASTILLAA, GRAGUNIDAD O CAPSULA	TABLETA	3,000		
145	TINIDAZOL 500MG	TABLETAS	2,000		
146	TIRAS DE MILLAR X 50	PAQUETE	6		
147	TOALLAS DESECHABLES PRECORTADAS	UNIDAD	250		

148	TOBRAMYCINE 3%	BOTELLA	30		
149	TRIMEBUTINA TAB DE 200MG	TABLETA	500		
150	TRIMETROPIM SULFA 40MG-200 MG	BOTELLA	100		
151	VERAPAMILO 240 MG	TABLETA	100		
152	VITAMINA A 50000 GRAGEAS	GRAGEA	2,500		
153	VIGAMOX OPHTHALMIC GOTAS	BOTELLA	20		
154	VOLTAREN OPHTHALMIC GOTAS	BOTELLA	20		
155	PRESERVATIVOS	UNIDAD	3,000		
156	LIMAS ENDODONCIA 2DA SERIE(cajax6unidades)	CAJA	6		
157	VERAPAMILO 120 MG	UNIDAD	50		
158	BOLSAS ROJAS	UNIDAD	50		
159	BOLSAS VERDES	UNIDAD	50		
160	ADHESIVO DE RESINA	FRASCO	8		
161	DESMINERALIZANTE	JERINGA	8		
162	IONOMERO DE VIDRIO TIPO II COLOR A3	KIT	4		
163	APLICADORES DE ADHESIVO	FRASCO	8		
164	GLUTALALDHEIDO	GALON	3		
165	HIDROXIDO DE CALCIO POLVO	FRASCO	8		
166	CREMA PARA CONTROL DE ALVEOLITIS	FRASCO	8		
167	FURACIN	FRASCO	8		
168	BAJA LENGUAS	PAQUETE	5		
169	ENSURE (POLVO 400G)	TARRO	500		
170	APLICADORES	PAQUETE	2		
171	GASA ODONTOLOGICA	PAQUETE	8		
172	ACETAMINOFEN SUSPENSION 100MG	FRASCO	500		
173	ACETAMINOFEN GOTAS	gotas	200		
174	FIJADOR PARA PRUEBA DE CITOLOGIA	SPRAY	10		
175	GEL ANTIBACTERIAL 500ML	TARRO	15		
176	GLASSES +.25	UNIDAD	8		
177	GLASSES +.50	UNIDAD	8		
178	GLASSES +.75	UNIDAD	14		
179	GLASSES +1.00	UNIDAD	14		
180	GLASSES +1.25	UNIDAD	14		
181	GLASSES +1.50	UNIDAD	14		
182	GLASSES +1.75	UNIDAD	14		
183	GLASSES +2.00	UNIDAD	14		
184	GLASSES +2.25	UNIDAD	14		
185	GLASSES +2.50	UNIDAD	14		
186	GLASSES +2.75	UNIDAD	14		
187	GLASSES +3.00	UNIDAD	14		
188	GLASSES +3.25	UNIDAD	14		
189	GLASSES +3.50	UNIDAD	14		
190	GLASSES +3.75	UNIDAD	10		
191	GLASSES +4.00	UNIDAD	8		
192	GLASSES +4.25	UNIDAD	8		
193	GLASSES +4.50	UNIDAD	8		

194	GLASSES +4.75	UNIDAD	8		
195	GLASSES +5,00	UNIDAD	8		
196	GLASSES +5,25	UNIDAD	8		
197	GLASSES +5,50	UNIDAD	4		
198	GLASSES +5,75	UNIDAD	4		
199	GLASSES +6,00	UNIDAD	4		
200	CREMA ANTIPAÑALITICA	UNIDAD	40		
201	ALGODÓN EN TORUNDAS	PAQUETE	1		
202	GUARDIAN (RECOLECTOR DE CORTOPUNZANTES)	UNIDAD	7		
203	LORATADINA SUSPENSION	FRASCO	60		
204	TEST DE EMBARAZO	UNIDAD	30		
205	LUBRICANTE INTIMO	UNIDAD	20		
206	ESTERILIZACION INSTRUMENTOS ODONTOLOGICOS	UNIDAD	2		
207	OQ SEINA (BENOXINATO CLORHIDRATO 0,4%)	FRASCO	2		
208	GLASSES +.25	UNIDAD	4		
209	GLASSES +.50	UNIDAD	4		
210	GLASSES +.75	UNIDAD	7		
211	GLASSES +1.00	UNIDAD	7		
212	GLASSES +1.25	UNIDAD	7		
213	GLASSES +1.50	UNIDAD	7		
214	GLASSES +1.75	UNIDAD	7		
215	GLASSES +2.00	UNIDAD	7		
216	GLASSES +2.25	UNIDAD	7		
217	GLASSES +2.50	UNIDAD	7		
218	GLASSES +2.75	UNIDAD	7		
219	GLASSES +3.00	UNIDAD	7		
220	GLASSES +3.25	UNIDAD	7		
221	GLASSES +3.50	UNIDAD	7		
222	GLASSES +3.75	UNIDAD	7		
223	GLASSES +4,00	UNIDAD	5		
224	GLASSES +4.25	UNIDAD	5		
225	GLASSES +4.50	UNIDAD	5		
226	GLASSES +4.75	UNIDAD	5		
227	GLASSES +5,00	UNIDAD	4		
228	GLASSES +5,25	UNIDAD	4		
229	GLASSES +5,50	UNIDAD	4		
230	GLASSES +5,75	UNIDAD	4		
231	GLASSES +6,00	UNIDAD	4		
232	GLASSES -0,25	UNIDAD	4		
233	GLASSES -0,50	UNIDAD	4		
234	GLASSES -0,75	UNIDAD	7		
235	GLASSES -1,00	UNIDAD	7		
236	GLASSES -1,25	UNIDAD	7		
237	GLASSES -1,50	UNIDAD	7		
238	GLASSES -1,75	UNIDAD	7		
239	GLASSES -2,00	UNIDAD	7		

240	GLASSES -2,25	UNIDAD	7		
241	GLASSES -2,50	UNIDAD	7		
242	GLASSES -2,75	UNIDAD	7		
243	GLASSES -3,00	UNIDAD	7		
244	GLASSES -3,25	UNIDAD	7		
245	GLASSES -3,50	UNIDAD	7		
246	GLASSES -3,75	UNIDAD	7		
247	GLASSES -4,00	UNIDAD	5		
248	GLASSES -4,25	UNIDAD	5		
249	GLASSES -4,50	UNIDAD	5		
250	GLASSES -4,75	UNIDAD	5		
251	GLASSES -5,00	UNIDAD	4		
252	GLASSES -5,25	UNIDAD	4		
253	GLASSES -5,50	UNIDAD	4		
254	GLASSES -5,75	UNIDAD	4		

### SHIPPING INSTRUCTIONS

#### SHIP TO/ENTREGAR/DESPACHAR A:

1) Delivery for CLIN 0001 - 0002 - 0003 - 0008 - 0009 to:

CMSE Caqueta, Florencia  
 Militar Base  
 SFC Stephenson, Michael  
 Cell: (98+011) 57-320-305-9792  
[michael.s.stephenson6.mil@mail.mil](mailto:michael.s.stephenson6.mil@mail.mil)

2) Delivery for CLIN 0004 - 0005 - 0006 - 0007 - 0010 to:

CMSE Narino, Pasto  
 23rd Brigada Militar Base Av Calle 22  
 SFC Rivera, Harrison  
 Cell: (98+011) 57-320-234-8097  
[harrison.j.riveratorres.mil@mail.mil](mailto:harrison.j.riveratorres.mil@mail.mil)

Contractor shall deliver all the items listed in Exhibit A no later than 1400 PM hours on 27 May 2015.

El proveedor deberá entregar todos los ítems del Adjunto A antes de 1400 PM horas el 27 Mayo 2015.

The contractor shall prepare and complete a DD 250 Material Inspection and Receiving Report when delivery is completed. The contractor shall ensure that the Government representative/Point of Contact (POC) signs the DD250 confirming receipt of items. The DD250 form can be obtained at [www.dtic.mil](http://www.dtic.mil)

El proveedor deberá preparar y completar la forma DD250 Reporte de Inspección y recibo cuando la entrega se realice. El proveedor debe asegurarse que la forma DD250 este firmada del representante del Gobierno o el punto de contacto con el recibo de los artículos entregados. La forma DD250 la pueden obtener en la pagina [www.dtic.mil](http://www.dtic.mil)