

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 44		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-14-T-0015		6. SOLICITATION ISSUE DATE 22-May-2014	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ROSALBA MATEUS			b. TELEPHONE NUMBER (No Collect Calls) 571-383-2552		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 09 Jun 2014	
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CARRERA 45 NO. 24B-27 USMILGP CONTRACTING BOGOTA  TEL: FAX:			CODE W913FT		10. THIS ACQUISITION IS <input 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: \$30.0 NAICS: 721110		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO SOC SOUTH BOGOTA-COLOMBIA ARIEL LOPEZ CRA 45 N 24B-25 US MILGRP BULDING AMERICA BOGOTA TEL: 571-275-6036 FAX:			CODE WF7LKT		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR			CODE		18a. PAYMENT WILL BE MADE BY			
TEL.			FACILITY CODE		CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
					TEL: EMAIL:			

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Lodging FFP Lodging for 41 people for four (4) nights from 27 - 31 July 14 IAW Para 3.1 of the Performance Work Statement. Room rate shall include breakfast. FOB: Destination	164	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Laundry Service FFP Laundry service for 36 people (four (4) pieces each) from 27 - 31 July 14 IAW Para 3.2 the Performance Work Statement. FOB: Destination	144	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Main Conference Room FFP Main Conference Room for a maximum of 100 people from 28 - 30 July 14 IAW Para 3.3.2 of the Performance Work Statement. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Admin Room FFP Admin Room IAW for 25 people from 28 - 30 July 14 IAW Para 3.3.3 of the Performance Work Statement. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Business VIP Room FFP Business VIP Room for a minimum of 10 people from 28 - 30 July 14IAW Para 3.3.4 of the Performance Work Statement. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Small Office FFP Small Office for five (5) people from 28 - 30 July 14 IAW Para 3.3.5 of the Performance Work Statement. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Automated Data Processing Equipment ADPE FFP (ADPE) IAW Para 3.4 & Para 3.5 of the Performance Work Statement. FOB: Destination	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Lunch FFP Lunch for 36 people from 27 - 30 July 14 IAW Para 3.6.5.2 and Para 3.6.5.5 of the Performance Work Statement. FOB: Destination	128	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Dinner FFP Dinner for 36 people from 27 - 29 July 14 IAW Para 3.6.5.3 and Para 3.6.5.5 of the Performance Work Statement. FOB: Destination	108	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Official Dinner FFP Official Dinner for 36 people on 30 July 14 IAW Para 3.6.5.4 and Para 3.6.5.5 of the Performance Work Statement. FOB: Destination	36	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Ice Breaker FFP Ice Breaker for 36 people on 27 July 14 IAW Para 3.6.5.5 and Para 3.8 of the Performance Work Statement. FOB: Destination	36	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Coffee Breaks FFP Coffee Breaks for 36 people from 28 - 30 July 14 (Morning and Afternoon) IAW Para 3.7 and Para 3.7.1 of the Performance Work Statement. FOB: Destination	216	Each		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 27-JUL-2014 TO 31-JUL-2014	N/A	SOCSSOUTH BOGOTA-COLOMBIA RUBEN DIAZ CRA 45 N 24B-25 US MILGRP BULDING AMERICA BOGOTA 786-415-2404 FOB: Destination	WF7LKT
0002	POP 27-JUL-2014 TO 31-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0003	POP 28-JUL-2014 TO 30-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0004	POP 28-JUL-2014 TO 30-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0005	POP 28-JUL-2014 TO 30-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0006	POP 28-JUL-2014 TO 30-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0007	POP 28-JUL-2014 TO 30-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0008	POP 27-JUL-2014 TO 30-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0009	POP 27-JUL-2014 TO 29-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0010	30-JUL-2014	36	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0011	27-JUL-2014	36	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0012	POP 28-JUL-2014 TO 30-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

## CLAUSES INCORPORATED BY REFERENCE

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	JUL 2013
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2013
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
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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 Performance Work Statement. 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 and facilities to provide all the requirements stated in the solicitation. Offeror shall be included in the US-Embassy bogota Regional Security Office approved hotel list. If the offeror is not included in this list, it will not be considered for award.

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 (NOV 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) 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.

Inverted domestic corporation, as used in this section, 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). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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.

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.

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 (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted 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, 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 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 [ \_\_\_ ballot] is, [ \_\_\_ ballot] 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 [ \_\_\_ ballot] is, [ \_\_\_ ballot] 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 [ \_\_\_ ballot] is, [ \_\_\_ ballot] 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:

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(10) (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 SAM Dynamic Small Business Search database maintained by the Small Business Administration, 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)(10)(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: \_\_\_\_\_.)

(11) 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)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
___	___

—	—
—	—

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, 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 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, Panamanian, 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, 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 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) *Buy American Act--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 Act--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 Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(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 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 (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 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 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) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(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.

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2014)

(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 (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

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

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

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

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(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 (July 2013) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).
- \_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_\_\_ (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)(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.
- \_\_\_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

- \_\_\_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- \_\_\_ (27) 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)).
- \_\_\_ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- \_\_\_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_\_ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_\_ (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- \_\_\_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (36) 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.)
- \_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (39)(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.
- 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 Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (42)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (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 (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) 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. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 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 (July 2013) (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) 52.222-41, 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) (41 351, 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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_\_ (9) 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) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 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).

(xiv) 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.

(xv) 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):

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

(End of clause)

#### 252.229-7001 TAX RELIEF (JUN 1997)

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

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

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

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

(End of clause)

#### PAYMENT INSTRUCTIONS

#### **PAYMENT INSTRUCTIONS / INSTRUCCIONES PARA EL PAGO**

Contractor is authorized to submit the invoice when they finish the period of performance.

Invoices shall be submitted no later than five days after the end of the performance period.

If the invoice is for a partial or full payment please indicate that on the invoice.

Submit an Original invoice and a completed and signed DD250 to the USMILGRP Payment Office at one of the below addresses:

Within Colombia:

Billing Address:

Calle 24 Bis 48-50 (POST 1)

US Embassy

USMILGRP – Contracting Office

Attn: Yudy Quintero

BOGOTA, COLOMBIA  
TEL: 011-571-383-2908

If hand delivered, invoices will be received ONLY on Tuesdays from 10:00am thru 12:00 pm by Yudy Quintero (Tel: 275-2908) or Natalia Ochoa (Tel: 275-4233).

The completed invoice and DD250 can also be sent to the following e-mail addresses:

[judy.p.quintero.ctr@tsc.southcom.mil](mailto:judy.p.quintero.ctr@tsc.southcom.mil) o [natalia.ochoa@tsc.southcom.mil](mailto:natalia.ochoa@tsc.southcom.mil)

Please send a copy of the invoice to the contracting office at the following e-mail address:

[mateusr@tsc.southcom.mil](mailto:mateusr@tsc.southcom.mil)

If invoice is sent from the U.S:

Billing Address:

USMILGRP-BOGOTA

ATTN: YUDY QUINTERO OR NATALIA OCHOA

PAYMENT OFFICE

UNIT 5140

APO AA 34038

Or to the following e-mail addresses: [judy.p.quintero.ctr@tsc.southcom.mil](mailto:judy.p.quintero.ctr@tsc.southcom.mil) or [natalia.ochoa@tsc.southcom.mil](mailto:natalia.ochoa@tsc.southcom.mil)

Please send a copy of the invoice to the contracting office at the following e-mail address:

[mateusr@tsc.southcom.mil](mailto:mateusr@tsc.southcom.mil)

**PARA RADICAR LA FACTURA:**

Contratista está autorizado a presentar factura después de finalizar el servicio.

Si la factura es por un pago parcial o total favor indicarlo en la factura.

Enviar/entregar la factura original y la forma DD250 diligenciada y firmada al Grupo Militar, Embajada Americana en la siguiente dirección:

Dentro de Colombia:

Oficina de Pago:

Calle 24 Bis 48-50 (PUESTO # 1)

US Embassy

USMILGRP – Contracting Office

Attn: Yudy Quintero / Natalia Ochoa

BOGOTA, COLOMBIA

TEL: 011-571-383-2908

Si entregada, las facturas seran recibidas UNICAMENTE los dias Martes de 10:00am a 12:00pm por Yudy Quintero (Tel 275-2601) y/o Natalia Ochoa (Tel: 275-4233)

O pueden ser enviadas a los siguientes correos electronicos: [judy.p.quintero.ctr@tsc.southcom.mil](mailto:judy.p.quintero.ctr@tsc.southcom.mil) /

[natalia.ochoa@tsc.southcom.mil](mailto:natalia.ochoa@tsc.southcom.mil)

Por favor, envíe una copia de la factura a la oficina de contratacion en la siguiente direccion de correo electronico:

[mateusr@tsc.southcom.mil](mailto:mateusr@tsc.southcom.mil)

Si se envía desde los Estados Unidos:

Oficina de Pago:

USMILGRP-BOGOTA

ATTN: YUDY QUINTERO O NATALIA OCHOA

PAYMENT OFFICE

UNIT 5140

APO AA 34038

O pueden ser enviadas a los siguientes correos electronicos: [judy.p.quintero.ctr@tsc.southcom.mil](mailto:judy.p.quintero.ctr@tsc.southcom.mil) /

[natalia.ochoa@tsc.southcom.mil](mailto:natalia.ochoa@tsc.southcom.mil)

Por favor, envíe una copia de la factura a la oficina de contratacion en la siguiente direccion de correo electronico:

[mateusr@tcsc.southcom.mil](mailto:mateusr@tcsc.southcom.mil)

PERFORMANCE WORK STATEMENT

**SPECIAL OPERATIONS COMMAND SOUTH (SOCSOUTH)**

**PERFORMANCE WORK STATEMENT (PWS)**

**Senior Leader Seminar (SLS)**

**27 July – 31 July 2014**

**1.0 INTRODUCTION:** This is a non-personal service for lodging, meals, conference facilities, meeting rooms, automated data processing equipment (ADPE) and miscellaneous services to be provided to United States Army SOCSOUTH (SOCSOUTH, also referred to herein as “the US Government”) in support of the US ARMY Senior Leader Seminar (SLS). The SLS will be held 27 – 31 July, 2014 in Bogota, Colombia. The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services as described in this Performance Work Statement (PWS). The Contractor shall perform to the standards in this contract.

**1.1** The facility shall be a secure hotel in Bogota. The hotel shall be required to be on the US Embassy – Bogota Regional Security office (RSO) approved hotel list.

**1.2 Period of Performance:** 27 – 31 July 2014

**2.0 GENERAL REQUIREMENTS**

**2.1 Hotel Location:** The Hotel shall be located in a safe secure location. The Hotel shall be able to provide lodging and meals within their main facilities with all lodging rooms in close proximity of each other and/or on the same floor level. The selected hotel must showcase the prestige of the event.

**2.2 Hotel Security:** The selected hotel shall have a modern professional system of internal and external security. The hotel shall heighten security posture starting the morning before the conference and continuing until the evening of the day after the conference. If external security augmentation is exercised, the hotel security manager shall ensure complete and unlimited access and seamless coordination between the hotel's organic security systems and the external augmentation units. The hotel security manager will stay in close touch with US Embassy RSO or the Special Operation Command South (SOCSO) Force Protection (FP) Security Manager at all times during the course of this contract. All three security personnel; the hotel security manager, the US Embassy Regional Security Officer (RSO), and the SOCSO FP security manager will be identified and will meet to conduct a security inspection of the hotel. During the course of the inspection, the RSO or the FP security manager will take notes of subject security inspection. Depending on the time frame and the situation on hand, hotel shall be allowed enough time to fix any deficiency, usually no more 15-working days. If additional time is required, the hotel security manager will request an extension. Final written report will be given to the RSO or the FP manager for their review and action.

**2.3 Hotel Representative:** The Hotel shall provide a representative to act as a liaison with the Government Representative. The Hotel representative shall be of sufficient authority to resolve issues involving conference execution and payment as they arise, and will be available during the period this contract. The Hotel shall provide a list to the Government Representative of on-call, hotel points-of-contact who have the authority to resolve issues affecting their areas of support. Subject list will be provided to the US Government Representative 10-days after contract award.

**2.4 Service Breakdown:** The Hotel shall ensure that any maintenance or repair of hotel equipment, to include guest rooms and suites, conference rooms, breakout rooms, elevators, kitchen equipment, audio visual, etc., shall be corrected immediately at the hotel's expense to ensure the success of the conference and the meals served therein.

**2.5 Hotel Parking:** The Hotel shall provide ten (10) accessible, reserved parking places for local conference participants and coordinators in the hotel parking lot during the conference. **This shall be provided at no cost to the contract.** These reserved parking places shall be clearly designated for conference transportation and available beginning the morning before the conference and ending the evening of the day following the conference. Parking shall be in a safe environment with adequate lighting and security. Hotel staff shall be apprised of reserved conference parking spaces.

**2.6 Hotel Items Excluded from the Contract:** The US Government will not pay for movies, mini-bars, laundry, room service, telephone calls from or charged to guest rooms, or any other hotel charges other than those specifically provided for in this contract. Hotel staff shall inform guests during check-in which services will not be covered by the conference. Hotel staff shall request a credit card from guests upon check-in. Charges not covered by this contract are to be resolved between the guests and the hotel.

**2.7 Hotel Items Included in the Contract:** The Contractor shall provide a 24-hour fitness center with free weights and a variety of fitness equipment. All regular hotel guest facilities and amenities, to include the hotel business center and the SPA/exercise facilities, shall be made available for all conference attendees. The Contractor shall provide an ATM machine on the hotel premises in order for personnel to access for monetary funds.

**2.8 Wireless/Wired (INTERNET):** The Hotel shall provide free wireless/wired service to all hotel guests participating in the conference. If a password is required, it shall be given to guests participating in the conference upon request. Hotel staff shall correct any hotel equipment or service breakdown immediately.

**2.9** The US Government will only pay for rooms used by individuals covered under this contract. A list will be provided by the Government Representative at least one week before the conference starts. The list shall include the nationality of each individual covered under this contract. Rooms and suites shall be held and ready for early check-in, and late check-out at no additional cost. The US Government may change or cancel lodging requirements to include the person designated for any room, up to 24-hours prior to occupancy without penalty.

**2.10** The US Government may request additional rooms or suites at any time, and the hotel shall give the US Government priority on all unoccupied lodging of similar quality at the contracted price. Conference participants wishing to extend their stay in the hotel must check-out within the designated checkout time on the specified end date of this contract. The guests are totally responsible for any incurred expenses during their extended stay.

**2.11 Quality Standards for Rooms:** All rooms shall include a high standard of hygiene, private bath with full toilet and shower facilities, hot and cold running water, clean linen on a daily basis, electricity, color television with cable, telephone, and appropriate furniture. The hotel shall provide one (1) complimentary bottle of water in each room daily. All regular hotel guest facilities and amenities, to include the hotel business center and the exercise facilities shall be made available for conference attendees free of charge as long as they are registered in the hotel under this contract. No conference cover fees are to be charged to conference attendees who are registered in the hotel under this contract. Housekeeping will be conducted daily in all spaces rented by the US Government.

**2.12 Check-in and Checkout:** If availability allows, check-in will be any time after 10:00 a.m. for possible early arrivals. Rooms will be held for late check-in until 6:00 p.m. A list of those guests requiring late check-out will be provided when the final guest list is given to the hotel.

### **3.0 SPECIFIC REQUIREMENTS**

**3.1 LODGING:** The US Government is only responsible and will pay under this contract for NON-US personnel. The contractor shall allow the US Government to block rooms for "Self Pay" personnel. The "Self Pay" personnel are individually responsible for their own bills and rooms and shall be provided at the contracted price.

Anticipated Lodging Schedule for NON-US and Self Pay personnel are as follows:

**Table 1. Lodging for NON-US Personnel To be paid under this contract**

Name of Personnel	Number of Personnel / Rooms	Arrival Date	Departure Date	Number of Nights	Total Nights
Facilitators (CHDS)	5	27 July 2014	31 July 2014	4	20
SLS Guest Personnel	36	27 July 2014	31 July 2014	4	144
<b>TOTAL ROOMS</b>	<b>41</b>		<b>TOTAL ROOM NIGHTS</b>		<b>164</b>

**Table 2. Lodging for Self Pay Personnel (Credit Card) to be paid by individual**

Name of Personnel	Number of Personnel/ Rooms	Arrival Date	Departure Date	Number of Nights	Total Nights
Main Body (PRNG)	13	24 July 2014	31 July 2014	7	91
US Escorts (MILGP)	25	27 July 2014	31 July 2014	4	100
Other US Invitees	20	27 July 2014	31 July 2014	4	80
ADVON	05	24 July 2014	31 July 2014	7	35
VIP Personnel Note: For this item SUITES are required.	02	24 July 2014	31 July 2014	7	14
<b>TOTAL ROOMS</b>	<b>65</b>		<b>TOTAL ROOM NIGHTS</b>		<b>320</b>

**3.2. LAUNDRY SERVICE:** The hotel shall provide a daily laundry service specifically for 36-foreign nationals to include washing, drying, and pressing (*if required*) for up to four (4) pieces of clothing or uniforms daily during the duration of this contract. Any laundry done outside of these dates shall not be paid under this contract. The laundry shall also be available for "Self Pay" personnel at the contracted price. They are individually responsible for their own bills.

**Table 3 Laundry Service for NON-US Personnel To be paid under this contract**

Hours of Operation	Number of Personnel (Non-US)	Drop-off Date	Pick-up Date	Number of Pieces of Clothing	Total Pieces
8:00 AM – 5:00 PM	36	27 July 2014	31 July 2014	4	144

### **3.3. CONFERENCE FACILITIES**

**3.3.1 General:** Hotel shall clean conference facilities daily in the evenings or early morning before 7:00AM. Work rooms shall be well lighted and air-conditioned. The room may be used continuously twenty-four hours a day. Tables and chairs shall be set up by hotel personnel as detailed in instructions/figures provided herein. The Government representative will advise where they shall be placed during the day of set up as stated under Para 3.3.2, Para 3.3.3 and Para 3.3.4. The hotel shall provide grounded electrical connections with extension cords and surge protectors to support office equipment. The rooms must be able to be locked preventing access to unauthorized personnel. Only the Government Representative will be authorized to request or receive keys for any and all conference facilities. Ashtrays shall not be placed in any of the conference facilities, as smoking will not be permitted at indoor conference functions.

**3.3.1.1** All facility locations and set-up will be reviewed and agreed upon between the Hotel and Government Representative no later than 3:00PM, 27 July 2014. The conference facilities to include a full function check of all ADPE will be set up on 28 July 2014 as follows:

Admin Room	No later than 07:00 AM
Main Conference Room	No later than 06:30 AM
Business VIP Room	No later than 06:30 AM
Small Office	No later than 06:30 AM

**3.3.2 Main Conference Room:** The Hotel shall provide a conference facility with tables and chairs from 28 – 30 July 2014 for one hundred (100) seated participants in which sessions can be conducted in comfort with minimum distractions. There shall be two (2) or three (3) personnel per table and two (2) or three (3) “V” or “U” shaped rows. The conference room shall have dimmer switches and black out curtains (or similar) to allow for slide/audio visual presentations or a conference facility where no sunlight can enter into the room. The conference facility shall be capable of setting two (2) Wide Flat Screen’s with two (2) projection systems, 6 x 8 (or similar size in metric system). All seats shall be cushioned and all tables shall include white tablecloths (or agreed color). The hotel shall provide seventy five (75) pens and notepads on 28 July 2014 (participants will not be required to return these items to the hotel). Name plates will be set-up for 36-SLS, 18-USMILGP Commanders plus 21-special guests with FC14 logo. The FC14 logo and all names will be given to hotel POC (2) two weeks before the conference start date. The main conference room shall include: two (2) Wide Flat Screen with two (2) projection system 6x8 or similar size in metric system, two (2) laptop computers , two (2) projectors (rear projection, 2,200 lumens, minimum), two (2) hand-held microphones required hardware to operate microphones with the sound system, four (4) speakers (primarily used for speeches), two (2) clip-on wireless microphones, required hardware to operate microphones with the sound system, and two (2) podiums each with a wired microphone (See Section 3.4for further ADPE details). The conference room configurations and usage times can be changed at any time prior to the conference to accommodate last minute directives and fluctuating requirements. The US Government will provide direction to the hotel on the specific arrangements of meeting facilities.

**3.3.3 Admin Room:** The Hotel shall provide an Admin Room with tables and chairs from 28 – 30 July 2014 in which a minimum of twenty five (25) participants can meet for sessions in comfort. All seats shall be cushioned and all tables shall include white tablecloths (or agreed color). This room should be in close proximity to the Main Conference room. The Admin Room shall include six (6) laptop computers, one (1) high capacity laser color printer, one (1) high capacity laser black/white printer, one (1) high capacity photocopier, one (1) extra print cartridge for each printer and copier, one (1) box of copy paper (8.5” x 11”), one (1) dry erase board (3’ x 5’) with one (1) dry erase marker set, plastic masking tape (light and dark colors) that can blend in with the carpet in order to secure all cables / wires, One (1) Heavy Duty Shredder (Must be capable of cutting paper into confetti cut). All laptop computers and printers shall have internet capability and be networked together (See Section 3.4 for further ADPE details).

**3.3.4 Business VIP Room:** The Hotel shall provide a Business VIP Room with tables and chairs from 28 – 30 July 2014 in which a minimum of ten (10) participants can meet for sessions in comfort. This room should be adjacent to the Main Conference Room. All seats shall be cushioned and all tables shall include white tablecloths (or agreed color). This room shall include two (2) laptop computers, one (1) black / white printer. All laptop computers and printers shall have internet capability and be networked together (See Section 3.4.)-for further ADPE details).

**3.3.5 Small Office:** The Hotel shall provide a small office with tables and chairs from 28 – 30 July 2014 in which a minimum of five (5) participants can work. All seats shall be cushioned and all tables shall include white tablecloths (or agreed color). No ADPE is required for this room. This room should be in close proximity to the Main Conference Room.

**Table 4. Conference and Meeting Rooms Schedule:**

Name of the	Minimum			
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Room	Capacity	28 July 2014	29 July 2014	30 July 2014
Main Conference	100 People	6:30AM – 6:00PM	6:30AM – 6:00PM	6:30AM – 6:00PM
Admin Room	25 People	6:30AM – 6:00PM	6:30 AM – 6:00PM	6:30 AM – 6:00PM
Business VIP	10 People	6:30AM – 6:00PM	6:30 AM – 6:00PM	6:30AM – 6:00PM
Small Room	5 People	6:30AN – 6:00PM	6:30 AM – 6:00PM	6:30AM – 6:00PM

### 3.4. AUTOMATED DATA PROCESSING EQUIPMENT (ADPE)

3.4.1 This section details the ADPE required to support the Senior Leader Seminar.

3.4.2 **Equipment Requirements:** All ADPE for the conference facilities shall be installed, tested and fully operational no later than 0630 AM, 28 July 2014. Room and equipment shall be used until 0600 PM 30 July 2014.

3.4.3 **Computers:** All computers will have internet access, be able to print to either printer, and shall be done with wireless capability with the printers. See item breakdown below. If hotel subcontracts ADPE, a main Point of Contact (POC) and standby POC will be provided to Government Representative. Computers must have following specifications: Windows XP or Windows 2007 or better, Microsoft Office 2007, all computers must have U.S. type keyboards, minimum 4 GHZ processors, minimum 512 RAM, 80GB, 56 x CD/RW and DVD-RW drive on all computers, 2 USB connections, wireless internet capability, a reputable ANTI virus software fully updated with the most current antivirus software.

3.4.4 Provide video cable from projectors to video player and audio to audio system, sufficient cables and surge protectors to power and protect equipment, sufficient technical support to provide immediate repair or replacement of equipment failures.

### 3.5. Equipment Breakdown:

Conference Room	Equipment
<b>Main Conference Room</b>	Two (2) Wide Flat Screen with two (2) projection system 6x8 or similar size in metric system.
	Two (2) laptop computers.
	Two (2) projectors (rear projection, 2,200 lumens, and minimum).
	Two (2) hand-held microphones. Require hardware to operate microphones with the sound system.
	Four (4) speakers (primary used for speeches).
	Two clip-on wireless microphones.
	Two (2) podiums each with a wired microphone.
<b>Admin Room</b>	Six (6) lap-top computers.
	One (1) high capacity laser color printer with wireless capability included one (1) extra ink cartridge.
	One (1) high capacity laser black/white copy paper included one (1) extra ink cartridge.
	One (1) high capacity photocopier included one (1) extra ink cartridge.
	One (1) box of copy paper (8.5 x 11).
	Plastic masking tape (light and dark colors) that can blend in with the carpet in order to secure all cables / wires.
	One (1) Heavy Duty Shredder (Must be capable of cutting paper into confetti cut)
	One (1) dry erase board (3' x 5') with one (1) dry

	eraser marker set.
Business VIP Room	Two (2) lap-top computers.
	One (1) black / white printer included one (1) extra ink cartridge.

**3.5.1 Work Hours:** All ADPE will be available for use 24-hours by both; the US and Host Nation conference participants starting at 6:30am, Jul 28, 2014 and through 6:00pm, Jul 30, 2014.

**3.5.2 ADPE Quality Control:** Quality and accuracy of product and services: IAW FAR 12.208 the US Government will rely on the contractors existing quality assurance systems. The Contractor is responsible for ensuring the quality and accuracy of its product and services are maintained, including making any requested correction or changes, at no cost to the US Government. The Contractor agrees at a minimum to:

- a. Daily update all virus software.
- b. Function check daily: laptops, copiers, shredder, microphones, speakers, and projectors.
- c. Correct any functional issues within 30-minutes

**3.5.3** The Hotel shall agree to ensure its ADPE providers agree to exercise an acceptable measure of discretion in maintaining confidentiality of conference agenda and documents. All documents are the property of the United States Government and shall not be copied, reproduced or utilized for any purpose without the written consent of the COR.

**3.5.4 Disclosure of Information:** The Hotel shall agree to ensure its ADPE providers agree to exercise an acceptable measure of discretion in maintaining confidentiality of conference agenda and documents. All documents are the property of the United States Government and shall not be copied, reproduced or utilized for any purpose without the written consent of the COR.

### **3.6 MEALS:**

**3.6.1 General:** The US Government will identify any individuals with special dietary restrictions. The Hotel shall strive to accommodate special diets where feasible and within contract meal rates. Food served in buffet style should be labeled to accommodate guests. One non-alcoholic juice, soft drinks, coffee, tea or beverage is included with meals. The rate for all meals provided shall include all gratuities, surcharges, etc. All meals shall be served as a four course meal or buffet. A list of individuals covered under this contract will be provided by the US Government one week prior to conference start date. This list shall include the nationality of each individual covered under this contract.

**3.6.2** The US Government shall contract meals only for Host Nation (HN) and foreign dignitary participants invited to attend or support this event. No meals will be contracted for US personnel.

**3.6.3 Hotel Meal Program:** Meals for conference participants shall be in the hotel restaurant or a private designated meeting room. Any alcoholic beverage requested by an individual covered under this contract shall be paid by the individual. The restaurant invoice must separate the charge from alcoholic beverage and food. The US Government will not pay for alcoholic beverages at any time. The invoice must be signed by the conference participant and annotated with the participant's room number (if foreign national is housed in contracted hotel). The US Government and the Hotel will do a daily review to verify charges. The Hotel shall only charge for meals consumed by individuals under this contract. **NOTE: Payment for any drink containing alcohol is the responsibility of and must be paid for separately by the guest requesting such beverage. Participants, other than the 36-participants specified in this contract, are "Self Pay" and must pay for any goods and/or services rendered.**

**3.6.4 Meal Coupons / Vouchers:** The Hotel shall provide vouchers or coupons for the meals for individuals covered under this contract on the days designated below. The Hotel representative and the US Government Representative will provide a daily count of meals consumed. Coupons or Vouchers will be used on a limited basis

and will be paid on an actual use basis. The table under Para 3.6.5.5 is an estimated number of meals required. The actual count will be provided to the hotel NLT than 24-hours before each event and shall be based on attendees.

**Contractor will be paid only for meals consumed by individuals covered under this contract.**

**3.6.5 Schedule of Contracted Meals:** The Hotel shall provide meals to all participants based on a designated schedule, provided in advance by the conference coordinators. The US Government will only pay for meals consumed by individuals covered under this contract.

**3.6.5.1 Breakfast: The breakfast shall be included in the room rate.** The hotel shall provide breakfast from 6:00am until 8:00am at an appropriate facility on site as agreed to by the vendor and the US Government.

**3.6.5.2 Lunch:** The hotel shall provide its standard buffet luncheon or menu selection from 11:30AM – 1:00 PM at an appropriate facility on site as agreed to by the vendor and the US Government representative. The voucher or sign-in system shall apply to authorized personnel. Any unauthorized charges shall be billed directly to the user. Lunch shall, as a minimum, consist of main entrees, side dishes, dessert, and a non-alcoholic beverage such as water, juice, soft drinks, tea/coffee and be consistent with a value sufficient to provide a complete luncheon meal. The hotel shall provide a minimum of four choices for its buffet/menu selection(s). The US Government will only pay for lunch consumed by the Non-US Personnel covered under this contract.

**3.6.5.3 Dinner:** The hotel shall provide its standard dinner buffet or menu selection from 5:00 PM – 8:00 PM at an appropriate facility on site as agreed to by the vendor and the Government. The voucher or sign-in system shall apply to authorized personnel. Any un-authorized charges shall be billed directly to the user. Dinner shall, as a minimum, consist of main entrees, side dishes, dessert, and a non-alcoholic beverage such as water, juice, soft drinks, tea and or coffee and be consistent with a value sufficient to provide a complete dinner meal. The hotel shall provide a minimum of four choices for its buffet/menu selection(s). The US Government will only pay for dinner consumed by the Non-US Personnel covered under this contract.

**3.6.5.4. Official Dinner:** The Hotel shall provide an area / room (room / area will be selected by the US Government) for the Official Dinner. The location of this dinner is subject to change, but will be disclosed at least five (5) days prior to the event. The official dinner shall be held on 30 July 2014, at/or around 7:00PM – 10:00 PM for approximately **thirty six (36) SLS** guests, **eighteen (18) US Personnel** and approximately **twenty (20) other Colombian** Top Ranking Officials. This contract will only pay dinner, excluding any alcoholic beverage for the thirty six (36) SLS guests covered under this contract. All other attendees (approximately 58 per Table 6) will be self-pay. Hotel shall provide adequate servers, tables, and tableware suitable for this type of event. The menu shall include two (2) main dishes selection, the specific selection of dishes can be finalized and adjusted prior to the event. Any drinks containing alcohol is the responsibility of and must be paid for separately by the guest requesting such beverage. The US Government will approve the menu and all types of arrangements five (5) days prior to the Official Dinner.

**3.6.5.5 Estimated Number of Contracted Meals:** Contracted meals shall be for up to 36-Non-US participants. US personnel are responsible for their own meals since they are on full per diem status.

**Table 5 Contracted Meals for NON-US Personnel**

**To be paid under this contract (except for breakfast which is included in the room rate)**

Meals	27 July 2014	28 July 2014	29 July 2014	30 July 2014	31 July 2014	Total Meals	Schedule
Breakfast	None	36 – Included in room rate	36 – Included in room rate	36 – Included in room rate	36 – Included in room rate	144 Included in room rate	6:00am-8:00am
Lunch	*20	36	36	36	None	128	11:30am-1:00pm
Dinner	36	36	36	00	None	108	5:00pm - 8:00pm

Official Dinner	None	None	None	36	None	36	7:00pm-10:00pm
Ice Breaker	36	** None	None	None	None	36	7:00pm-9:00pm

\* Estimated quantity; at this time we do not know how many DV's will be arriving early this day and before lunch.

\*\* SLS guests will be departing towards Tolemaida, Colombian Army base after breakfast.

**Table 6 Meals for Self Pay Personnel (Credit Card) to be paid by individual**

Meals	27 July 2014	28 July 2014	29 July 2014	30 July 2014	31 July 2014	Total Meals	Schedule
Breakfast	38	38	38	38	38	190	6:00am - 8:00am
Lunch	38	38	38	38	13	165	11:30am - 1:00pm
Dinner	38	38	38	38	13	165	5:00pm - 8:00pm
Official Dinner	58	0	0	0	0	58	7:00pm - 10:00pm
Ice Breaker	45	0	0	0	0	45	7:00pm - 9:00pm

**NOTE: The self pay personnel are only an estimate. We do not know how many of the 65 other guests will be eating breakfast, lunch or dinner in the hotel.**

**3.7 COFFEE BREAKS:** The Contractor shall provide buffet style refreshment breaks in close proximity to the conference room. Morning coffee break shall consist of coffee, tea, sodas, fruits, bottled water and a selection of pastries. Afternoon coffee breaks menu consist of coffee, teas, assorted sodas, bottled water and a selection of cookies, brownies or other appropriate snacks. The coffee breaks menu should be varied daily. Menu selections or substitutions shall be coordinated with the US Government representative. Set-up shall be completed by the scheduled time (see Table 7) and removed no later than two (2) hours later unless otherwise directed by the Government Representative.

**3.7.1 Estimated Number of Coffee Breaks:** Contracted coffee breaks shall be for up to 36-Non-US participants covered under this contract. Contractor shall provide coffee breaks for US personnel, if required. They are responsible for their own coffee breaks, if they so desire. The individual will pay for his/her own coffee breaks.

**Table 7 Contracted Coffee Breaks for Non-US Personnel To be paid under this contract**

Time	28 July 2014	29 July 2014	30 July 2013	Total
Morning (10:30 am)	36	36	36	108
Afternoon (3:00 pm)	40	40	40	120
Morning (10:30 am)	40	40	40	120
Afternoon (3:00 pm)	40	40	40	120

**NOTE: The self pay personnel are only an estimate. We do not know how many of the 65 other guests will be staying with VIP's partaking with them during each coffee break. We estimate that all USMILGP (18) Commander will stay with their sponsors counterpart and around 22-other s, but this is not mandatory for everyone else.**

**3.8 Ice Breaker Mixer:** The hotel shall provide one light buffet style social meal (hors d'oeuvres/appetizers) for thirty six (36) guests and approximately thirty (30) other US and Colombian counterparts. This contract shall

pay for the thirty six (36) SLS guests, while all others (approximately 45 per Table 6) will be self-pay. In addition, Contractor shall provide a refreshment stand consisting of coffee, water, soda, and juice. Ice Breaker Mixer will be set-up at/around 6:30PM the evening of 27 July, 2014. The exact location will be coordinated between the Government Representative and the hotel point of contact.

**4.0 SECURITY:** The US Government will not provide security for contractor's equipment or supplies. The Contractor is responsible for the security/safeguarding and accountability of equipment brought and used during the conference. The selected hotel shall have a modern professional system of internal and external security. The hotel shall heighten security posture starting the morning before the conference and continuing until the evening of the day after the conference. If external security augmentation is exercised, the hotel security manager shall ensure complete and unlimited access and seamless coordination between the hotel's organic security systems and the external augmentation units. The hotel security manager will stay in close touch with US Embassy RSO or the Special Operation Command South (SOC SO) Force Protection (FP) Security Manager, Mr. Adalberto Ruiz at all times during the course of this contract. If hotel needs to be vetted, then SOC SO (FP) will request the hotel permission to conduct a security check on the hotel. Results will be shared with the US Embassy RSO, SOC SO (FP) and the hotel. During the course of the inspection, the RSO or the FP security manager will take notes of subject security inspection. Depending on the time frame and the situation on hand, hotel shall be allowed enough time to fix any deficiency, usually no more 15 working days. If additional time is required, the hotel security manager will request an extension. Final written report will be given to the RSO or the FP manager for their review and action.

**5.0 CONFERENCE QUALITY CONTROL:** The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract.

**6.0 POST AWARD CONFERENCE/PERIODIC PROGRESS MEETINGS:** The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer (KO), and US Government Representative, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer or Government Representative will apprise the contractor of how the US Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the US Government.

**7.0 OFFICIAL GUESTS:** The US Government will identify all individuals for whom it will pay lodging by submitting a "by name" list highlighting the contracted rooms. This list shall include the nationality of each individual.

**8.0 ROOM LIST:** The US Government will furnish the hotel point of contact a list of all participants' names two weeks before the day of arrival. However, depending on foreign dignitaries, names are subject to change up to five (5) before period of performance (POP).

**9.0 CANCELLATIONS/ADDITIONS:** The US Government reserves the right to add or delete from this PWS any change in requirements (including the numbers and type of personnel or equipment needed) to make this mission a success. Changes made with at least 24-hour notice shall incur no penalty.

**10.0 CHANGES TO CONTRACT:** The only person authorized to make changes to the contract is the KO. Failure to clear changes in contract with the KO in advance of providing service will result in the Government not being responsible for the charges, and non-payment to the Contractor.

**11.0 US GOVERNMENT REPRESENTATIVE:** The Contractor will only take direction from the Contracting Officer (KO) or the authorized US Government Representative. The limit of the US Government

Representative's authority will be in writing and given to the Contractor. Purchases from unauthorized persons may result in the contractor not receiving payment for costs incurred. US Government representative for this contract is: Mr. Ruben Diaz-Gonzalez, US phone # (786) 415.2404. A local number will be provided later on.  
Email: [ruben.diaz-Gonzalez@socso.southcom.mil](mailto:ruben.diaz-Gonzalez@socso.southcom.mil)

**12.0** The Contracting Officer is Annabelle F. Miller and can be contacted at 011-57-1-275-4227, cell 011-57-320-859-6933 or email: [annabelle.miller@tsc.southcom.mil](mailto:annabelle.miller@tsc.southcom.mil). Contract specialist is Rosalba Mateus and can be contacted at 011-57-1-275-2552, cell 011-57-311-516-8499 or e-mail: [mateusr@tsc.southcom.mil](mailto:mateusr@tsc.southcom.mil).

#### ADDENDUM 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: Rosalba Mateus or Annabelle Miller  
MILGP Unit 5140  
APO AA 34038-5140

- b. Offer packages will be accepted via e-mail to:  
Rosalba Mateus  
[mateusr@tsc.southcom.mil](mailto:mateusr@tsc.southcom.mil)  
Tel: 275-2552  
Cellphone: 311-516 8499

Alternate  
Annabelle Miller  
[millera@tsc.southcom.mil](mailto:millera@tsc.southcom.mil)  
Tell: 275-4227

- c. Vendors that intend to hand deliver offers must notify Rosalba Mateus or Annabelle Miller 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. Technical Offer. Certification that the contractor will provide the items stated in the solicitation. Certification shall clearly indicate that the contractor can meet this requirement. 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