SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W913FT-15-Q-0014	09-Jun-2015

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	ROSALBA MATEUS	571-383-2552	12:00 M 12 Jun 2015

9. ISSUED BY CODE W913FT

REGIONAL CONTRACTING OFFICE (RCO) BOGOTA
CARRERA 45 NO. 24B-27
USMILGP CONTRACTING
BOGOTA

TEL:
FAX:

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: _____ % FOR:

[ ] SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] HUBZONE SMALL BUSINESS
[ ] EDWOSB
NAICS: 721110
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] 8(A)
SIZE STANDARD: $30,000,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE W811P5

MILGP BOGOTA COLOMBIA
IRAIDA BERDECIA
BOGOTA
TEL: 305-437-3685 FAX:

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

[ ] 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 [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

TEL:
EMAIL:

31c. DATE SIGNED

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		192	Each		
	Lodging FFP Lodging for 192 room nights from 10 - 17 July 15 IAW Para 3.0, Paara 3.1 and para 3.3 of the Performance Work Statement. Room rate shall include breakfast. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each		
	Main Conference Room FFP Main conference room for 75 people from 13 - 15 July 2015 IAW Para 4.1 of the Performance Work Statement. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each		
	Administration Room FFP Administration room for 20 people from 10 - 17 July 2015 IAW Para 4.2 & Para 4.2.1 of the Performance Work Statement. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each		
	Reception Area FFP Reception Area for 58 people from 13 July 2015 IAW Para 4.3 of the Performance Work Statement. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Each		
	Working Lunch Room FFP Main conference room for aproximately 55 people from 14 - 15 July 2015 IAW Para 4.4 of the Performance Work Statement. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lot		
	ADPE FFP Automated Data Processing Equipment for the Main conference from 13 - 15 July 2015 IAW 4.1.1 of the Performance Work Statement. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		125	Each		
	Lunch FFP Lunch from 13 - 16 July 2015 IAW Para 6.1, Para 6.2, Para 6.4 and Para 6.7 of the Performance Work Statement. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		90	Each		
	Dinner FFP Lunch from 13 - 15 July 2015 IAW Para 6.1, Para 6.2, Para 6.6 and Para 6.7 of the Performance Work Statement. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		58	Each		
	Welcome Reception FFP Welcome reception on13 July 2015 for 58 people IAW Para 6.7 and Para 7.0 of the Performance Work Statement. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lot		
	Beverage Station-Main Conference Room FFP Beverage station (Morning & Afternoon) inside the main conference room for 70 people from 14-15 July 2015 IAW Para 8.0 and Para 9.3 of the Performance Work Statement. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lot		

Beverage Station-Administrative Room
FFP
Beverage station (Morning) inside the administrative room for 10 people from 10-13 July 2015 IAW Para 8.0 and Para 9.3 of the Performance Work Statement.
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		280	Each		

Coffee Breaks
FFP
Coffee break (Morning & Afternoon) outside the main conference room for 70 people from 14 - 15 July 2015 IAW Para 9.1, Para 9.2, Para 9.3 of the Performance Work Statement.
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		10	Each		

Parking Spaces
FFP
Ten (10) Parking Spaces from 10 - 16 July 2015 IAW Para 5.1 of the Performance Work Statement.
FOB: Destination

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
0013	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 10-JUL-2015 TO 17-JUL-2015	N/A	MILGP BOGOTA COLOMBIA IRAIDA BERDECIA BOGOTA 305-437-3685 FOB: Destination	W811P5
0002	POP 13-JUL-2015 TO 15-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0003	POP 10-JUL-2015 TO 17-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0004	13-JUL-2015	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0005	POP 14-JUL-2015 TO 15-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0006	POP 13-JUL-2015 TO 15-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5

0007	POP 13-JUL-2015 TO 16-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0008	POP 13-JUL-2015 TO 15-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0009	13-JUL-2015	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0010	POP 14-JUL-2015 TO 15-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0011	POP 10-JUL-2015 TO 13-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0012	POP 14-JUL-2015 TO 15-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0013	POP 10-JUL-2015 TO 16-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)
Religion Matters Senior Leader's Symposium (CESOACA)
Bogota, Colombia
Hotel Services
TCA #SC-27-CON-CO

1.0 GENERAL: This CESOACA Symposium will assemble partner nations' Chaplains, Clergies and Senior Religious Leaders from the Caribbean, Central and South America, to discuss the ability of religion to influence individuals and institutions towards peaceful coexistence. CESOACA dates are 13-15 July 2015. The period of performance is 10-17 July 2015.

1.0.1 TIME LINE: 10-17 July 2015

1.1 – 10 July 2015: Advance Party Arrival Begins
1.2 – 13 July 2015: Delegations Arrivals
1.3 – 14- 15 July 2015: Symposium
1.3 – 16 July 2015: Delegations Departures
1.5 – 17 July 2015: Staff departs

1.0.2 The facility shall be a secure hotel in Bogota. The hotel shall be within Avenida El Dorado and calle 69B, close to the El Dorado Airport.

2.0 DESCRIPTION OF SERVICE:
2.1 HOTEL LOCATION: The Contractor shall be located in a safe secure location which shall pass a US SOUTHCOM Force Protection assessment. The Contractor shall be located in or near a metropolitan area and International airport.
2.2 HOTEL SECURITY/INSPECTION: The Contractor shall have a modern professional system of internal and external security. The hotel shall provide the Government Representative (GR) a copy of its security plan no later than seven (7) days prior to the conference. The hotel shall provide the Government's Representative an orientation and meeting with the hotel security manager, and a direct contact on the hotel staff for resolving security issues. The Contractor shall heighten security posture starting the morning before the seminar and continuing until the evening of the day after the seminar. If external security augmentation is used, 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. Where possible, all conference activities shall be conducted in designated areas located above the ground floor level.

2.3 HOTEL REPRESENTATIVE: The contractor shall provide a representative to act as a liaison with the GR. The contractor representative shall be of sufficient authority to resolve issues as they arise and shall be available during the period of contract performance. The contractor shall provide a list of on-call hotel points-of-contact who have the authority to resolve issues affecting their areas of support.

2.4 VET INSPECTIONS. Successfully passing a US Government VET inspection is required.

2.5 FORCE PROTECTION INSPECTION: The Conference and hotel facilities are subject to a Force Protection Inspection. Contract award is contingent upon certification of facilities by a favorable Force Protection Inspection report.

2.6 HOTEL SERVICE BREAKDOWNS: The contractor shall ensure that any maintenance or repairs of hotel equipment, to include: guest rooms, conference room, administrative room, breakout room, elevators, kitchen equipment, audio visual, etc., shall be corrected immediately at the contractor's expense without further cost to the Government. In the event of power failure(s), the hotel shall provide back-up power sources. All equipment shall be repaired within one (1) hour or replaced within two (2) hours of reported malfunction.

2.7 HOTEL ITEMS/AMENITIES EXCLUDED FROM THE CONTRACT: The 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 in this contract.

2.7.1 Lodging, movies, mini-bars, service charges, etc. shall be itemized separately on service bills. Hotel guests shall be responsible for all legitimate charges appearing on their lodging statements, with the exception of the contracted lodging and meals**.**

2.7.2 The Contractor's staff shall inform guests during check-in which services shall not be covered by the Government. The Contractor's staff shall request a credit card from all guests upon check-in. Charges not covered by the contract are to be resolved between the guests and the hotel.

2.8 HOTEL ITEMS/AMENITIES INCLUDED IN CONTRACT: The Contractor shall provide a fitness center with a variety of fitness equipment. All regular hotel guest facilities and amenities, to include the hotel business center and the spa facilities, shall be made available for all participants who are registered at the hotel. No cover fees are to be charged to conference attendees who are not registered in the hotel.

3.0 LODGING:

3.1 The contractor shall allow guests an early check-in time (if available) on arrival day and late check-out on departure date (if available). Conference participants wishing to extend their stay in the hotel must check out within the designated checkout time on the specified end date. These guests are fully responsible for any incurred expenses during their extended stay.

3.2 ROOMS REQUIRED: Provide single occupancy rooms. The Government may request additional rooms at any time, and the Contractor shall give the Government priority on all unoccupied lodging of similar quality.

3.3 Table 3.1

July	Fri 10	Sat 11	Sun 12	Mon 13	Tue 14	Wed 15	Thu 16	Fri 17	Total
Single Occupancy Rooms nights **contracted**	10	10	10	55	55	40	10	2	**192**
Single Occupancy Rooms nights **self -pay**				5	5	5			**15**

Total rooms/suites nights required (contracted and self-pay) = 207

3.3 QUALITY STANDARDS FOR ROOMS: All rooms shall include: high standard of hygiene, private bath with full toilet and shower facilities, hot and cold running water, clean linens on a daily basis, electricity, and color television with cable, internet service, and appropriate furniture. 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. The Contractor shall provide two (2) bottles (minimum 16.9 oz ea) of water per day and internet/Wi-Fi service in each contracted room at no extra cost to the Government.

3.4 ROOM INFORMATION: The GR will only pay for rooms used (under contract). The Government intends to utilize all rooms requested. However, the possibility exists that due to unforeseen circumstances a few may have to cancel their attendance; therefore the Government reserves the right to fill the rooms with alternate personnel for any room, without penalty up to 24 hours in advance. If there is a no-show, the Government will only pay for the one (1) night. Additionally, there will be an undetermined number of participants that will pay for their own lodging. They will not be included in the Lodging contract. They are noted in table 3.1 as **Self- pay.**

3.5 ROOM LIST: The GR will furnish the Contractor a rooming list with all of the participant's names by 2 July 2015, but may change the names of the guests up to the day of occupation.

4.0 CONFERENCE/MEETING FACILITIES: The Contractor shall provide lodging, meals, and conference requirements within their main facilities with all conference rooms/spaces in close proximity of each other and on the same floor level, as directed by the US Government.

4.1 MAIN CONFERENCE ROOM: The Contractor shall provide a main conference room for seventy-five (75) participants in which sessions can be conducted in comfort and with minimum distractions. Set up for the main conference room shall be accomplished no later than **12:00 PM** on **13 July 2015 and shall be made available for use all day, 14-15 July 2015.** The conference room shall have dimmer switches and black out curtains (or similar) to allow for slide/audio visual presentations. All seats shall be cushioned and tables shall be covered with white tablecloths. 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. If additional chairs or tables are required, the GR will coordinate with the hotel representative. The main conference room must be completely cleaned. Contractor personnel shall be available for changes in room configuration as needed. The GR will provide instructions to the Contractor regarding the exact configuration of the room. The Contractor shall also provide the **flags with flagpoles** (of equal size and quality) of Brazil, Chile, Colombia, El Salvador, Mexico, Paraguay, Spain, Suriname, Trinidad and Tobago and the United States and they are to be displayed in the Main Conference room.

4.1.1 MAIN CONFERENCE ROOM, AUDIOVISUAL REQUIREMENTS:

Audio Visual Requirements (13-15 July 2015)	**Qty**
Screen Size 6x6 to 8x8(feet or comparable standard)	2
Internet access	1
Speaker System with two (2)wireless Microphones and Podium	1

4.2 ADMINISTRATION ROOM: The Contractor shall provide one (1) Admin room adjacent to or very near the conference room for staff personnel working at the conference. This room will be used as the conference command/administrative center and shall be furnished with tables and chairs (exact amount of tables and chairs and room configuration will be determined by GR). The room shall be large enough to accommodate office space for staff of twenty (20) personnel. Rooms shall also include space and electrical hook-ups. Adequate lighting must be available. The Contractor shall provide a "house phone" for inside hotel and local calls only. The Contractor shall provide the Government access to this room 24 hours a day. The administrative room shall be physically secured by the GOVERNMENT POC daily to prevent unauthorized access by non-Government personnel during the contract period of performance. Set up for the admin room shall be accomplished no later than **0800** on 10 July 2015**.** There are no audiovisual requirements for this room.

4.2.1 ADMINISTRATION ROOM, INTERNET REQUIREMENTS: Hotel must provide internet drops, in addition to "wi fi". Extra power drops and surge protection may be needed to accommodate 10 laptops, two (1) printers and two (2) telephones (equipment will be US Government issued). This internet drop must provide a 1.5mgb or more bandwidth dedicated internet line via Ethernet connection with a static IP assigned and bypassing of disabling any "splash page". The requested configuration will allow the SC to directly connect to the Hotel source.

4.3 RECEPTION AREA: The Contractor shall provide an area for a Reception of approximately 58 people. Such area shall have direct "pipe-in music" from the Hotel source. Exact configuration of the room will be provided to Contractor by GR on site.

4.4 WORKING LUNCH ROOM: The Contractor shall provide a room for a working lunch for approximately 55 people. This room shall not be the Main Conference Room and it shall be next or near the main conference room. Exact configuration of the room will be provided to Contractor by GR on site.

4.5 Required meeting rooms/areas:

July 2015	**Fri 10**	**Sat 11**	**Sun 12**	**Mon 13**	**Tue 14**	**Wed 15**	**Thu 16**	**Fri 21**
Main Conference Room (75 pax)				Set up	Full Day	Full Day		
Admin Room (20 pax)	1	1	1	1	1	1	½ day	
Reception area (58 pax)				1				
Working Lunch room					1	1		

4.6 AMENITIES FOR CONFERENCE ROOMS:

4.5.1 Water and supplies such as note pads, pens/pencils, shall be provided on all conference dates for the main conference room.

5.0 PARKING REQUIREMENTS/ TAXI ACCESS:

5.1 The Contractor shall provide during 10-16 July, ten (10) reserved parking spaces for local conference participants and conference staff in the hotel parking lot during the conference. Parking shall be in a secure area with adequate lighting and security. Contractor's staff shall be aware of reserved conference parking spaces.

5.2 The Contractor shall have a **readily responsive**, 24 hour, **taxi** service access at the hotel, to be used and paid by the conference participants and staff.

6.0 FOOD AND BEVERAGE:

6.1 MEALS: The Contractor shall provide meals (breakfast, lunch and dinner) to specific participants as directed by the GR. The Government will indicate which participants or guests are covered by this contract. Other conference participants will have meals at their own cost; they will not be covered in this contract. The Government will only pay for meals consumed by the invited participants and will identify themselves and their room number prior to the meal. This process will be controlled with GR supervision. The Contractor shall provide a location, other than the event's main conference room, whereby lunch can be served to participants, preferably in a buffet style. **The Government will not pay for alcoholic beverages during any meal or any other time during this event.** The restaurant invoice must separate the charge for alcoholic beverage and food**.** All meal receipts associated with this conference shall be submitted daily to the GR for verification and accountability. Direct specification of these meals will be discussed with the hotel and the GR. If an alcoholic beverage is served, the hotel will give the conference participant a separate receipt with that alcoholic purchase and annotated with the participant's room number. The hotel will only issue "food" receipts to the Government.

6.2 SCHEDULE: The GR will coordinate times with the Contractor; however, the conference pace will dictate the times for the meals; the Contractor and the GR will discuss and agree on such times. The following schedule is only a close estimation.

6.2.1 Breakfast: 6:30 AM – 9:00 AM

6.2.2 Lunch: 12:00 PM – 1:30 PM

6.2.3 Dinner: 7:00 PM – 9:30 PM

6.3 BREAKFAST: The Contractor shall provide a full breakfast with a buffet to selected participants, if available (at the hotel restaurant), to be ready for consumption each morning prior to the conference. Breakfast shall offer an assortment of items and shall include a variety of juices, ice water, coffee or hot tea throughout the meal.

6.4 WORKING LUNCH: The Contractor shall provide buffet style meals to (55) conference participants in other rooms other than the Hotel Restaurant on 14-15 July. Lunches shall offer a variety of salads, hot dishes and desserts and shall include a variety of juices, sodas, lemonade, ice tea, ice water, coffee or hot tea throughout the meal. Lunches provided during other dates (than 14-15) will be located at the Hotel Restaurant. The GR on site will coordinate with Hotel all additional details

6.5 AUDIOVISUALS FOR WORKING LUNCH: The contractor will provide 1 small screen, one podium and one wireless microphone for each of both working lunches.

6.6 DINNER: The Contractor shall provide dinners to selected conference participants. The Contractor shall serve a dinner meal (at the hotel restaurant) with a buffet or a selection of standard menu items, which shall offer a variety of salads, hot dishes and desserts and shall include a variety of juices, sodas, lemonade, ice tea, ice water, coffee or hot tea throughout the meal. No especial arrangements or specific rooms are necessary for dinners, the Hotel restaurant will be sufficient. The GR will provide the Hotel the cost limits of these meals.

6.7 The following table is an approximation of food and beverage requirements:

July 2015	**Mon 13**	**Tue 14**	**Wed 15**	**Thu 16**	**Totals**
Breakfast	6	45	45	30	126
Lunch	10	55	55	5	125
Dinner	25	40	25	0	90
Reception	58				58

7.0 WELCOME RECEPTION: The contractor shall provide and outdoor area for a reception from 7:00PM to 9:00PM 13 July 2015. The Contractor shall also have available alternate locations inside in case of inclement weather. The Contractor shall provide two (2) hours open bar with alcoholic drinks, beer and wine from 7 PM to 9PM, 6 hot and cold Hand passed Hors d' ours and a carving stations. All items will be selected by the GR.

8.0 BEVERAGE STATIONS: The Contractor shall set up a permanent coffee, tea, and water beverage station for ten (10) in the administrative room by 7:30 AM daily during 10, 11 and 13 July. This beverage station is to stay in place and be replenished during the conference working hours of 7:30 AM to approximately 4:00 PM daily or later as coordinated by the GR. A similar station for seventy (70) shall also be placed in the Main Conference Room during 14-15 July, only while the main conference room is being used between the times of 0800 and 1600.

9.0 BREAK:

9.1 Morning breaks. The Contractor shall provide a morning "coffee break" for seventy (70) on 14-15 July 2015. Morning break stations shall be setup outside the main conference room. The break menu shall be varied daily and the service should include utensils and all necessary equipment. The menu selected, time and schedule of such breaks shall be discussed and determined with the GR prior the conference start.

9.2 Afternoon Breaks. The Contractor shall provide a morning "coffee break" for seventy (70) on 14-15 July 2015. Afternoon break stations shall be setup outside the main conference room. The break menu shall be varied daily and the service should include utensils and all necessary equipment. The menu selected, time and schedule of such breaks shall be discussed and determined with the GR prior the conference start.

Coffee Breaks and beverage stations schedule

July 2015	**Fri 10**	**Sat 11**	**Sun 12**	**Mon 13**	**Tue 14**	**Wed 15**
Main Conference Room					AM Bev. Station and coffee break 70 pax	AM Bev. Station and coffee break 70 pax

Main Conference Room					PM Bev. Station and coffee break 70 pax	PM Bev. Station and coffee break 70 pax
Admin. Room	Bev. Station 10pax	Bev. Station 10 pax		Bev. Station 10 pax		

10.0 ADDITIONAL REQUIREMENTS:

10.1 MAINTENANCE: The Contractor shall ensure that all equipment and services are in proper working order throughout the contract period. All scheduled maintenance shall be performed prior to the start of this contract. Any unscheduled maintenance or breakdowns shall be corrected within two (2) hours or they shall be substituted.

10.2 TESTING OF ANY EQUIPMENT: The Contractor shall install and be ready to conduct a full communications test of all equipment/systems in the main conference room by 12:00 PM on 13 July 2015.

10.3 ROOM RATES: Room rates plus any mandatory hotel fees such as gratuities / hotel service fees / resort fees / must not exceed effective US Government per diem rates for Bogota, Colombia for the period of the conference. The applicable rates can be found at the State Department Foreign Per Diem Rates website at: http://aoprals.state.gov/web920/per_diem.asp

10.4 APPLICABILITY: Tax exemption applies to self-fund as well as contract funded attendees; therefore, taxes shall be removed from bill once forms have been submitted to hotel by the Government Representative.

11.0 ADDITIONAL INFORMATION:

11.1 CANCELLATIONS/ADDITIONS: The Contracting Officer (KO) has the right to make changes to this PWS in coordination with the GR (including the numbers and type of personnel or equipment needed) to make this mission success. Contractor shall give the Government priority on all equipment/personnel under the terms of any resulting contract. Changes made with at least 24-hour notice shall incur NO penalty. Other modifications may be negotiated as required, but only by the KO. The Government will only pay for personnel and equipment used.

11.2 GOVERNMENT REPRESENTATIVE: A Government Representative (GR) will coordinate administrative, logistical and miscellaneous issues with the Contractor. This representative shall not make any changes to the terms, conditions, standards, or cost of the contract. This individual has authority to provide technical direction to the Contractor as long as the direction is within the scope of the contract, does not constitute a change, and has no funding implications.

11.3 The Contractor shall provide appropriate announcement boards at each entrance to the hotel and at elevator and main conference room welcoming and directing conference participants. The exact wording of the announcement will be provided to the hotel by the GR.

11.4 Ashtrays shall not be placed in the main conference room or any other rooms as smoking will not be permitted at indoor conference functions.

11.5 PRICE QUOTES: Quotes shall be submitted in English. **Prices shall be all inclusive.** The Contractor shall submit quotes in U.S. Dollars and not in local currency.

11.6 INVOICE INFORMATION: All invoices submitted for payment shall be in English and in U.S. Dollars. Invoices must have all required information as described by the KO. Final invoices shall be provided to the GR upon contract completion for manual acceptance of service.

NOTE: Offerors are required to be registered with the SAM database to receive a Government contract award. Offerors may register with SAM at http://www.sam.gov/.

NOTE: Offers will not be accepted from third party agencies. Offers will be accepted directly from Lodging Facility providers only. In accordance with the PWS requirements, the successful offeror shall provide a point of contact of sufficient authority to authorize changes. In order for this and other PWS requirements to

be met, the Government must maintain privity of contract directly with lodging facility providers. Offers from third parties shall be considered non-responsive and will be excluded from consideration for award.

NOTE: The Contractor shall not cite conference names, conference locations, pictures or any other Government information on any website to include their company website.

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	APR 2014
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
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 (OCT 2014)

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

1. Technical Acceptability - Offers will be rated on an "Acceptable" or "Unacceptable" basis. Technical acceptability will be determined by the quoted items meeting or exceeding all the specifications/requirements in the 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. . The quote shall reflect vendor's address and physical location and certify that hotel is located within Avenida El Dorado and Calle 69B, closed to the El Dorado Airport in Bogota. If the offeror's physical location does not meet this criteria, it will not be considered for the 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 offer.

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

(End of provision)

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

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

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

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

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

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

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

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

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

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

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology--

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

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

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

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

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

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

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

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

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

___

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

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

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

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

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

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

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

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

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

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

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

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

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

Line Item No.	Country of Origin
___	___
___	___
___	___

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of

unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," ``commercially available off-the-shelf (COTS) item," ``component," ``domestic end product," ``end product," ``foreign end product," ``Free Trade Agreement country," ``Free Trade Agreement country end product," ``Israeli end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act."

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

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

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

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

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

Canadian End Products:

Line Item No.
___
___
___

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	**Country of Origin**
___	___
___	___
___	___

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

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

Line Item No.	**Country of Origin**
___	___
___	___
___	___

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements".

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

Other End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products*.

Listed End Product	Listed Countriesof Origin
___	___
___	___
___	___

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

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

[___] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has

made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) (___) Outside the United States.

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

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

(2) (___) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

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

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

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

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

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

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

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: ----------.

(___) TIN has been applied for.

(___) TIN is not required because:

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

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

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other ----------.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .
TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code:
___
Immediate owner legal name:
___

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

Is the immediate owner owned or controlled by another entity:
[___] Yes or [___] No.

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

Highest-level owner CAGE code:
___

Highest-level owner legal name:
___

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

(End of Provision)

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

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

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

___ (5) [Reserved]

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

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

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

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

____ (10) [Reserved]

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

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

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

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

____ (13) [Reserved]

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

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

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

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

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

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

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

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

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

____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

____ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

____ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

____ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

____ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

____ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

____ (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (Jun 2014) of 52.223-13.

_____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (Jun 2014) of 52.223-14.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

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

_____(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

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

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

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

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

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

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

_____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
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_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

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

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

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

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

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

(b) For acquisitions conducted using negotiation procedures--

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

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

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

(End of provision)

ADDENDUM:

52.233-4703 HQ, AMC-LEVEL PROTEST PROGRAM

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

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

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

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

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

http://www.acquisition.gov/far

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov/far

(End of clause)

252.229-7001 TAX RELIEF (SEPT 2014)

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

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

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

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

(End of clause)

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

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

a. Submit complete offer packages
Regional Contracting Office - Bogota
U.S. Embassy - Bogota
Attn: Rosalba Mateus or Robert DeVissser
MILGP Unit 5140
APO AA 34038-5140

b. Offer packages will be accepted via e-mail to:
Rosalba Mateus
Rosalba.mateus2.fn@tcsc.southcom.mil
Tel: 275-2552
Cellphone: 311-516 8499

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

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

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

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

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

2. OFFER FILES: Offeror shall submit the following:

(a) Technical Offer.

(1) Certification that the contractor will and has the capability to provide the items stated in the solicitation.

(2) Certification that hotel is included in the US Embassy Bogota Regional Security Office.

(3) Offeror shall certify that hotel is located between Avenida El Dorado and calle 69B, close to the El Dorado Airport in Bogota.

(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.

PAYMENT TERMS AND CONDITIONS

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@tcsc.southcom.mil o natalia.ochoa@tcsc.southcom.mil
Please send a copy of the invoice to the contracting office at the following e-mail address:
rosalba.mateus2.fn@mail.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@tcsc.southcom.mil or natalia.ochoa@tcsc.southcom.mil

Please send a copy of the invoice to the contracting office at the following e-mail address:
rosalba.mateus2.fn@mail.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@tcsc.southcom.mil / natalia.ochoa@tcsc.southcom.mil
Por favor, envie una copia de la factura a la oficina de contratacion en la siguiente direccion de correo electronico:
rosalba.mateus2.fn@mail.mil

Si se envia 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@tcsc.southcom.mil / natalia.ochoa@tcsc.southcom.mil
Por favor, envie una copia de la factura a la oficina de contratacion en la siguiente direccion de correo electronico:
rosalba.mateus2.fn@mail.mil