

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 51	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-16-Q-0024		6. SOLICITATION ISSUE DATE 09-Jun-2016
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ROSALBA MATEUS			b. TELEPHONE NUMBER (No Collect Calls) 571-383-2552		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 24 Jun 2016
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP UNIT 5130 APO AA 34038-5130 TEL: 011-571-275-2552 FAX: 011-571-275-2084		CODE W913FT	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 721110 SIZE STANDARD: \$32,500,000
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY		CODE		
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
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)		31c. DATE SIGNED	TEL:	EMAIL:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Lodging FFP Lodging for 272 room nights from 7 - 13 August 2016. IAW Para 2.1, 2.2., 2.3, 2.4, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 2.12 and 3.1, of the Performance Work Statement. Room rate shall include breakfast. FOB: Destination	272	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Transportation FFP SUV / Van on 7 - 8 - 9 - 12 and 13 August 2016. IAW Para 3.2, 3.2.1 and 3.2.2 of the Performance Work Statement. FOB: Destination	5	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Main Conference Room FFP Main conference room for 120 people from 9 - 11 August 2016 IAW. Para 3.3, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7 and 3.3.8 of the Performance Work Statement. FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Equipment Requirement Conference Room FFP Equipment for main conference from 9 - 11 August 2016. IAW. Para 3.3,1, 3.3.3, 3.3,5, 3.3.6 and 3.3.7 of the Performance Work Statement and Exhibit A. FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Internet FFP The Contractor shall provide a Internet conection from 7 - 13 August 2016. IAW Para 3.3.2, 3.3.4 and 3.3.7 of the Performance Work Statement. FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Administration Room FFP Administration room for 8 people from 7 - 11 August 2016. IAW Para 3.3.9 of the Performance Work Statement. FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Conference Facility - Alumni Event FFP The Contractor shall provide a conference room for one hundred (100) people on 10 August 2016. IAW Para 3.4, 3.4.1 and 3.4.3 of the Performance Work Statement. FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Station Coffee - Alumni Event FFP The contractor shall provide coffee, te and water station for one hundred (100) people in the conference room for alumni event on 10 August 2016. IAW 3.4.1, 3.4.2, 3.4.3 and 3.7.1 of the Performance Work Statement. FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Lunches FFP The Contractor shall provide lunches for one hundred twenty (120) people from 9 - 11 August 2016. IAW Para 3.6, 3.6.1, 3.6.2, 3.6.2.2 and 3.6.2.3 of the Performance Work Statement. FOB: Destination	360	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Morning Breaks FFP The Contractor shall provide morning coffee break for one hundred twenty (120) people from 10 - 11 August 2016. IAW Para 3.7,and 3.7.1 of the Performance Work Statement. FOB: Destination	240	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Afternoon Breaks FFP The Contractor shall provide morning coffee break for one hundred twenty (120) people from 9 - 10 August 2016. IAW Para 3.7,and 3.7.1 of the Performance Work Statement. FOB: Destination	240	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Opening Reception FFP The Contractor shall provide provide and opening reception for one hundred twenty (120) people on 9 August 2016 from 6:00 PM - 8:30 PM. IAW Para 3.8 of the Performance Work Statement. FOB: Destination	120	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Videography & Photography Services FFP The contractor shall provide a professional videography and photography services from 9 - 11 August 2016. IAW Para 3.9, 3.9.1., 3.9.2, 3.9.3, 3.9.4, 3.9.5 and 3.9.6 of the Performance Work Statement. FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Parking Spaces FFP The contractor shall provide twenty five 25 for local conference participants from 9 - 11 August 2016. IAW Para 2.5 of the Performance Work Statement. Price 25 Parking X 3 Days = FOB: Destination	3	Days		

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
0014	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 07-AUG-2016 TO 13-AUG-2016	N/A	N/A FOB: Destination	

0002	POP 07-AUG-2016 TO 13-AUG-2016	N/A	N/A FOB: Destination
0003	POP 09-AUG-2016 TO 11-AUG-2016	N/A	N/A FOB: Destination
0004	POP 09-AUG-2016 TO 11-AUG-2016	N/A	N/A FOB: Destination
0005	POP 07-AUG-2016 TO 13-AUG-2016	N/A	N/A FOB: Destination
0006	POP 07-AUG-2016 TO 11-AUG-2016	N/A	N/A FOB: Destination
0007	10-AUG-2016	1	N/A FOB: Destination
0008	10-AUG-2016	1	N/A FOB: Destination
0009	POP 09-AUG-2016 TO 11-AUG-2016	N/A	N/A FOB: Destination
0010	POP 10-AUG-2016 TO 11-AUG-2016	N/A	N/A FOB: Destination
0011	POP 09-AUG-2016 TO 10-AUG-2016	N/A	N/A FOB: Destination
0012	09-AUG-2016	120	N/A FOB: Destination
0013	POP 09-AUG-2016 TO 11-AUG-2016	N/A	N/A FOB: Destination
0014	POP 09-AUG-2016 TO 11-AUG-2016	N/A	N/A FOB: Destination

PERFORMANCE WORK STATEMENT

WILLIAM J. PERRY CENTER FOR HEMISPHERIC DEFENSE STUDIES (WJPC)

PERFORMANCE WORK STATEMENT (PWS)

Regional Countering Transnational Threats (RCTNT) Seminar

9 – 11 August 2016

Bogota, Colombia

1. INTRODUCTION: This is a non-personal service for lodging, meals, and miscellaneous services to be provided to William J. Perry Center for Hemispheric Defense Studies (WJPC), also referred to herein as the "*US Government*") in support of the Regional Countering Transnational Threats (RCTNT) seminar. The RCTNT will be held 9 – 11 August 2016 in Bogota, Colombia. The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services as described in this Performance Work Statement (PWS). The Contractor shall perform to the standards in this contract.

1.1 The facility shall be a secure hotel in Bogota. The hotel shall be as close as possible to the area between Calle 90 and Calle 116 and no more than two miles from the "Escuela Superior de Guerra" (ESDEGUE), Bogota, Colombia.

1.2 **Period of Performance:** 7 – 13 August 2016.

2.0 GENERAL REQUIREMENTS

2.1 **Hotel Location:** The Hotel shall be located in a safe, secure location. The Hotel shall be able to provide lodging and meals within their main facilities, with all lodging rooms in close proximity of each other and/or on the same floor. The selected hotel must showcase the prestige of the event. The hotel shall be within the area between Calle 90 and Calle 116 and as close as possible to the Escuela Superior de Guerra (ESDEGUE).

2.2 **Hotel Security:** The selected hotel shall have a modern professional system of internal and external security. The hotel shall heighten its security posture starting the morning before the conference and continuing until the evening of the day after the conference. If external security augmentation is exercised, the hotel security manager shall ensure complete and unlimited access and seamless coordination between the hotel's organic security systems and the external augmentation units. The hotel security manager will stay in close touch with US Embassy RSO Security Manager at all times during the course of this contract. Both security personnel; the hotel security manager and the US Embassy Regional Security Officer (RSO) will be identified and will meet to conduct a security inspection of the hotel. During the course of the inspection, the RSO security manager will take notes of subject security inspection. Depending on the time frame and the situation on hand, hotel shall be allowed enough time to fix any deficiency, usually no more than 24-working hours. If additional time is required, the hotel security manager will request an extension. Final written report will be given to the RSO for their review and action.

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

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

2.5 **Hotel Parking:** The Hotel shall provide twenty-five (25) accessible, reserved parking places for local conference participants and coordinators in the hotel parking lot during the conference. **This shall be provided complimentary or at a discounted price.** These reserved parking places shall be clearly designated for conference transportation and available beginning the morning before the conference and ending the evening of the day following the conference. Parking shall be in a safe environment with adequate lighting and security. If parking is not provided as a complimentary service, parking shall only be charged by consumption. Hotel staff shall be apprised of reserved conference parking spaces.

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

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

2.8 **Wireless/Wired (INTERNET):** The Hotel shall provide free wireless Internet service to all hotel guests participating in the conference. Hotel shall provide this wireless Internet service on a dedicated channel exclusive to

the conference with a minimum download speed of six (6) Mbps and a minimum upload speed of two (2) Mbps. If a password is required, it shall be given to guests participating in the conference upon request. Hotel staff shall correct any hotel equipment or service breakdown immediately.

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

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

2.11 Quality Standards for Rooms: All rooms shall include a high standard of hygiene, private bath with full toilet and shower facilities, hot and cold running water, clean linen on a daily basis, electricity, color television with cable, telephone, and appropriate furniture. The hotel shall provide two (2) complimentary bottles of water in each room daily. All regular hotel guest facilities and amenities, to include the hotel business center and the exercise facilities shall be made available for conference attendees free of charge as long as they are registered in the hotel under this contract. No conference cover fees are to be charged to conference attendees who are registered in the hotel under this contract. Housekeeping will be conducted daily in all spaces rented by the USG.

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

3.0 SPECIFIC REQUIREMENTS

3.1 LODGING: The USG is only responsible and will pay under this contract for personnel identified on the rooming list to be provided by the USGR. The Contractor shall allow the USG to block rooms for “*Self Pay*” personnel. The “*Self Pay*” personnel are individually responsible for their own bills, and rooms and shall be provided at the contracted price.

Anticipated Lodging Schedule is as follows:

Table 1: (Lodging for Participants. To be paid under this contract).

Name of Personnel	Number of Personnel / Rooms	Arrival Date	Departure Date	Number of Nights	Total Nights
WJPC Alumni Affairs team	2	7 August 2016	13 August 2016	6	12
WJPC advance	8	7 August 2016	12 August 2016	5	40

team					
Participants	55	8 August 2016	12 August 2016	4	220
TOTAL ROOMS	65			TOTAL ROOM NIGHTS	272

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

Name of Personnel	Number of Personnel/ Rooms	Arrival Date	Departure Date	Number of Nights	Total Nights
Other USG invitees	5	8 August 2016	12 August 2016	4	20
TOTAL ROOMS	5			TOTAL ROOM NIGHTS	20

3.2. TRANSPORTATION SERVICES: The Contractor/ hotel shall have the capability to provide transportation services to and from the El Dorado Airport, Bogota. The Contractor shall have the capability to pick up each lodger included in this contract at the airport and take him/her to the hotel upon the lodger's arrival, and transport each lodger from the hotel to the airport upon the lodger's departure. Vehicle and driver shall be available to pick up and drop off each lodger, according to the lodger's flight itinerary. The Contractor shall be able to provide a 5-passenger vehicle (model SUV, or minivan) or a coaster bus (15-20 passenger capacity) and personnel to greet the passengers as they exit customs.

3.2.1 The Contractor shall be able to provide transportation for up to 67 lodgers from El Dorado International Airport, Bogota to hotel and hotel back to airport on **7 August - 8 August (airport to hotel), and 12 August - 13 August 2016 (hotel to airport)**. Arrival and departure dates and times will be coordinated between hotel POC and USGR.

3.2.2 The Contractor shall provide transportation for twenty (20) passengers from the hotel to ESDEGUE the morning of 9 August 2016 at approximately 7:15 a.m., with the exact time to be indicated by the USGR. Contractor shall provide return transportation for twenty (20) passengers from ESDEGUE to the hotel on 9 August 2016 at approximately 12:00 noon, with the exact time to be indicated by the USGR

3.3 CONFERENCE FACILITIES: The contractor shall provide one (1) main conference room for this conference, configured in classroom style (tables and chairs). Two (2) 6-foot rectangular tables and four (4) chairs should be set up outside the main conference room, for use as a registration area. The conference room shall be set-up not later than 6:00 PM, on 8 August 2016. Conference room shall be scheduled for use from 9 – 11 August 2016 from 07:30 AM to 06:30 PM. The contractor shall allow the USGR full access to all conference rooms twenty-four (24) hours per day, for the purpose of rehearsals, setting up office equipment, audio visual equipment, and distributing conference materials. Conference room must be set up at least two (2) hours prior to its scheduled use. Tables shall be covered with tablecloths and skirted and have pitchers of ice water and glasses available for all participants. The ice water pitchers are to be refilled by the contractor's staff during each scheduled break and throughout the day. The contractor's personnel shall be available for changes in room configuration as needed. Additional details provided below:

3.3.1 MAIN CONFERENCE ROOM. The contractor shall provide one (1) first-class main conference facility for one hundred twenty (120) people where meetings/sessions can be conducted with minimum distractions. The main conference room must have dimmer switches and blackout curtains to allow for slide and audiovisual presentations. The layout of the main conference room shall be directed by the USGR. Main conference room shall be set up in classroom style (tables with tablecloths and skirts and chairs), with a platform/risers holding a podium and a head table (seating up to four (4) persons). One (1) small table shall be appropriately placed in the room to facilitate the placement of A/V equipment.

The contractor will provide one (1) Public announcement system to include microphone and podium; head table for four (4) persons with chairs and microphones; two (2) wireless handheld microphones; one (1) lavalier microphone; one (1) large (9'X12') media projection screen; and one (1) data show projector connected with cabling to one (1) laptop computer with mouse. The laptop computer must have a minimum of MS Windows 7 or later, full Microsoft Office Suite, to include MS Word, MS PowerPoint and MS Internet Explorer, and Internet access. Sufficient power cables and uninterrupted power sources will be provided to support the proper functioning of the equipment in the areas designated. The screen and projector shall be placed at the front of the room, leaving room for a head table, seating four (4) people.

Table 3. Main Conference Room Equipment Requirements (Exhibit A)

	Tue	Wed	Fri
Date: August 2016	9th	10th	11th
	0730	0730	0730
	-	-	-
	1830	1830	1830
Main Conference Room	120	120	120
Conference Audio System	1	1	1
Illuminated Podium w/ microphone	1	1	1
Microphones for head table	2	2	2
Wireless Hand-held Microphones for Q&A	2	2	2
Wireless Lavalier (Lapel) Microphones	1	1	1
Dry Easel Board with paper and markers	1	1	1
9'x12' Foot Screen	1	1	1
Projector 1600 Lumens or better	1	1	1
Laptop computer with mouse	1	1	1
Table for Projector/laptop	1	1	1
Multi-plug Power Strips with Surge Protection for projector/laptop	1	1	1
Multi-plug Power Strips with Surge Protection for participant laptops	4	4	4
Multi-plug Power Strips with Surge Protection for Registration/Admin. Area laptops and printer	2	2	2

3.3.2 COMMUNICATIONS & ELECTRICAL REQUIREMENTS. The Contractor shall provide continuous and dedicated wireless internet line services in the main conference room. Internet shall have the bandwidth capacity to support wireless laptop connectivity for Forty (40) laptops without interruption on a private wireless

network. Average bandwidth speeds to support required work should be at least six (6) Mbps for downloads and two (2) Mbps for uploads. The Contractor shall provide grounded electrical connections with extension cords and surge protectors to support twenty (20) laptops.

3.3.3 CONFIGURATION. The Main Conference room shall be large enough to accommodate one hundred twenty (120) participants. The USGR will coordinate directly with the contractor on the seating arrangements. The contractor shall provide a pen and a note pad per participant daily.

3.3.4 INTERNET. The room shall have a secure internet connection. If the internet service is delivered by wireless and a password is required, it shall be given to guests participating in the conference upon request.

3.3.5 USAGE TIME. The main conference room shall be set up by 6:00 AM on 8 August 2016 remain available from 7:00 AM until 6:30 PM on 11 August 2016. The USGR will coordinate directly with the contractor on the facilities' and equipment test.

3.3.6 AUDIO VISUAL EQUIPMENT REQUIRED.

Main conference room:

(1) One (1) one sound system with one (1) podium microphone, four (4) head table microphones, one (1) lavalier microphone and two (2) wireless handheld microphones

(2) One (1) projection screen

(3) One (1) projector

(4) One (1) laptop computer with mouse

3.3.7 ADDITIONAL REQUIREMENTS. The contractor shall have technical personnel available to operate/repair the conference room equipment during normal work hours and on weekends. Lighting must be adequate, with dimmers to allow for an ideal conference environment that can maximize the use of slides or projectors.

3.3.8 REGISTRATION AREA. The contractor shall also provide an area outside the main conference room, in close proximity, for up to four (4) people. The registration area will have two (2) tables with tablecloth and skirt, four (4) chairs, two (2) multi-plug power strips with surge protection and the necessary extension cord(s), as well as access to wireless internet service for up to four (4) laptops. The registration area will be available for set-up starting at 6:00 AM on 9 August 2016.

3.3.9 ADMINISTRATIVE ROOM The contractor shall provide one (1) Administrative Room in close proximity to the Main Conference Room, to set up to 8 people. The room shall have multi-plug extension cords with a minimum of 12 working plugs, and Internet access to support 8 laptop computers. The Administrative Room shall be available 24 hours per day, starting Sunday, 7 August 2016 at 12:00 noon, until Friday, 11 August at 7:00 pm.

3.4 ALUMNI EVENT:

3.4.1 CONFERENCE FACILITY: The contractor shall provide one (1) first-class conference room for one hundred (100) people in classroom style (tables with tablecloths and skirts and chairs). The layout of the conference room shall be directed by the USGR. The contractor will provide one (1) Public announcement system to include microphone and podium; one (1) large (9'X12') media projection screen; and one (1) data show projector with cabling allowing for connection to a standard laptop computer. Sufficient power cables and uninterrupted power sources will be provided to support the proper functioning of the equipment in the areas designated.

3.4.2 COFFEE SERVICE: Coffee service for one hundred (100) persons shall be set up inside or near the conference room and shall include: coffee, tea, bottled water and a combination of sweet and savory items to be approved by the USGR prior to set up. Coffee service shall be set up not later than 30 minutes prior to the start time of the Alumni Event.

3.4.3 USAGE TIME: The conference room for the alumni event shall be set up no later than 6:00 p.m. on Thursday, 10 August 2016. The alumni event is scheduled for 7:00 p.m. – 9:30 p.m. on 10 August 2016.

3.6 US Government Points of Contact:

- Linda K. Denning, E-mail: DenningL@ndu.edu. Tel: (202) 685-2248.
- Rosalba Mateus, E-mail: Rosalba.mateus.fn@mail.mil Tel: 57-1-275-2552.

3.7 **MEALS:**

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

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

3.5.2.1 Breakfast: The breakfast shall be included in the room rate and shall only be provided to hotel guests registered pursuant to this Contract. The hotel shall provide breakfast from 6:00am until 8:00am at an appropriate facility on site as agreed to by the vendor and the USGR.

3.5.2.2 Lunch: The contractor shall provide lunch in a private space, according to the schedule in Table 3. Below. Lunch shall, as a minimum, consist of main entrees, side dishes, dessert, and a non-alcoholic beverage such as water, juice, soft drinks, tea/coffee and be consistent with a value sufficient to provide a complete luncheon meal. The hotel shall provide a minimum of four choices for its buffet/menu selection(s).

3.5.2.3 Estimated Number of Contracted Meals: Contracted meals are indicated below:

Table 3. Contracted Meals

Meals	Monday, 8 August 2016	Tuesday, 9 August 2016	Wednesday 10 August 2016	Thursday 11 August 2016	Friday 12 August 2016	Total Meals	Schedule
Breakfast	Included in Room Rate	Included in Room Rate	Included in Room Rate	Included in Room Rate	Included in Room Rate	Included in Room Rate	6:00am – 8:00am
Lunches	0	120	120	120	0	360	11:30am 1:00pm
Total Meals:						360	

3.7 COFFEE BREAKS: The Contractor shall provide constant liquid break service throughout the conference, starting at 12:00 noon on Tuesday, 9 August 2016, and ending at 6:00 pm on Thursday, 11 August 2016. Additionally, the Contractor shall provide coffee breaks with food as denoted in Table 5, below. The coffee break shall be set up as buffet style and shall be available to the main conference room. Constant liquid break shall consist of coffee and tea. Morning coffee break shall consist of coffee, tea, juices, bottled water and a selection of sweet and savory items. Afternoon coffee break shall consist of coffee, tea, sodas, bottled water and a selection of sweet and savory items.

3.7.1 Estimated Number of Coffee Breaks: Contracted coffee breaks shall be for up to **120** personnel.

Table 5. Contracted Coffee Breaks

Time	Tuesday 9 August 2016	Wednesday 10 August 2016	Thursday 11 August 2016	Total
Morning (10:30 am – exact time TBD)	Not applicable	120	120	240
Afternoon - (3:15 pm – exact time TBD)	120	120	0	240
Alumni Event (7:00 pm-9:30 pm)	0	100	0	100
Total:				580

3.8 OPENING RECEPTION: The hotel shall provide one reception with a combination of buffet/stations and passed hors d'oeuvres/appetizers, for up to one hundred twenty (**120**) guest/participants in a stand-up reception configuration, with cocktail tables. In addition, the Contractor shall provide a refreshment stand consisting of coffee, water, soda, and juice. For the Opening Reception, the hotel shall provide one (1) podium with microphone and sound system and appropriate background music. The Opening Reception is scheduled for 6:00 pm to 8:30 pm the evening of Tuesday, **9 August 2016**, and shall be set up by 5:30 pm. The exact location will be coordinated between the USGR and the hotel point of contact (POC).

3.9 VIDEOGRAPHY & PHOTOGRAPHY SERVICES: The Contractor shall provide a professional videographer to video selected sessions of the seminar, using the videographer's own professional grade equipment, including video camera, tripod, and any lighting equipment needed to ensure a high quality product. The USG will not provide videography equipment. The Contractor will provide the videographer with a direct audio feed from the Main Conference Room audio system.

3.9.1 Timeframe: The USGR will provide the Contractor or the videographer with a seminar agenda at least 48 hours prior to the seminar start. The videographer can expect to provide services from approximately 8:00 am to 4:30 pm on 9 August 2016; from 8:30 am to 4:30 pm on 10 August 2016; and from 8:30 am to 3:00 pm on 11 August 2016.

3.9.2 Filming Requirements: The videographer shall film using a single, medium shot (framed on presenter), recording individual videos of each seminar presentation. The Question and Answer periods at the end of each session shall NOT be filmed.

3.9.3 Photography: The Videographer shall also take a group photo during the seminar, scheduled for 7:50 am on 9 August 2016 at ESDEGUE.

3.9.4 Group Photo prints: Contractor shall provide one hundred ten (110) copies of the group photo in an 8"x10" or 8½" x 11" format, using a professional, high-quality photo processing on professional quality photo paper. Photos shall be formatted to include logos and text to be provided by the USGR. Photo prints shall be delivered to the USGR no later than 9:00 a.m. on Thursday, 11 August 2016.

3.9.4 Video Editing Requirements: Edited, final videography product shall include presentations only (Q&A portions must be omitted) and should exclude any extraneous movements or footage where the presenter is not speaking (dead space, etc.). End product shall also include individual title cards in front of each presentation segment. USGR will provide title card template to the videographer as well as the required text for each segment (seminar name, presenter name and country, presentation name, date, location).

3.9.5. Deliverable: Final product shall be exported into MP4 format and delivered on USGR-provided hard drive. *The USGR-provided hard drive shall not be used for any purposes other than the delivery of the videography and photography that is the object of this contract.* Individual segments shall be organized by folders (day 1, day 2, and day 3) with a naming convention provided by USGR (example: presentationtitle_presentername.mp4). The

group photo, with any necessary touch-ups, shall also be included on the hard drive containing the final product. The videographer shall deliver the final product to the USGR no later than 10:00 am on Friday, 12 August 2016.

4.0 SECURITY: The USG will not provide security for contractor's equipment or supplies. The Contractor is responsible for the security/safeguarding and accountability of equipment brought and used during the conference. The selected hotel shall have a modern professional system of internal and external security.

4.1 The hotel shall heighten security posture starting the morning before the conference and continuing until the evening of the day after the conference. If external security augmentation is exercised, the hotel security manager shall ensure complete and unlimited access and seamless coordination between the hotel's organic security systems and the external augmentation units.

4.2 The hotel security manager will stay in close touch with US Embassy Regional Security Office (RSO) at all times during the course of this contract.

4.3 If hotel needs to be vetted, then WJPC will request the hotel permission to conduct a security check on the hotel. Results will be shared with the Embassy RSO, WJPC and the hotel. During the course of the inspection, the RSO will take notes of subject security inspection. Depending on the time frame and the situation on hand, hotel shall be allowed enough time to fix any deficiency, usually no more 15 working days. If additional time is required, the hotel security manager will request an extension. Final written report will be given to the RSO for their review and action.

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

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

7.0 ROOM LIST: The USGR will furnish the hotel point of contact a list of all participants' names one week before the day of arrival. However, depending on foreign dignitaries, names are subject to change up to two (2) days before period of performance (POP).

8.0 CANCELLATIONS / MODIFICATIONS: The USG reserves the right to add or delete from this PWS any change in requirements (including the numbers and type of personnel or equipment needed) to make this mission a total success. Changes made with at least 24-hour notice shall incur no penalty to the USG. Moreover, the USG has no control over the participants or the air lines; therefore, last minute "No-Shows" might be experienced. All no show will be brought to the attention of the hotel POC immediately. **If any, only one night might be charged to the USG.**

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

10.0 US GOVERNMENT REPRESENTATIVE: The Contractor will only take direction from the Contracting Officer (KO) or the authorized USGR. The limit of the USGR authority will be in writing and given to the Contractor. Purchases from unauthorized persons may result in the contractor not receiving payment for costs incurred. USGR for this contract is: Ms. Linda Denning. US phone # (202) 685-2248. A cellular phone number will be provided later on.

11.0 The Contracting Officer is Juan P Arzu and can be contacted at 57-1-275-4227, cell 011-57-320-859-6933 or email juan.p.arzulambert.civ@mail.mil Contract specialist is Rosalba Mateus and can be contacted at 57-1-275-2552, cell 57-311-516-8499 or e-mail: rosalba.mateussandoval.fn@mail.mil

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. 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.

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	OCT 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.214-34	Submission Of Offers In The English Language	APR 1991
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	OCT 2013
252.225-7041	Correspondence in English	JUN 1997
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

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.

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. 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.

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

Award will be made to the lowest priced technically acceptable proposal

(a) 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.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2016)

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 (r) 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.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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 (r) 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
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---	---

(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 the offeror and/or any of its principals--

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

(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 \$3,500 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. §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. §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. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

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

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

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) () Outside the United States.

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

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

(2) () Outside the United States.

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

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

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

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

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

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

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

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

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

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

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

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

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

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

(___) Corporate entity (tax-exempt);

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

(___) Foreign government;

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

(___) Other -----.

(5) Common parent.

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

(____) Name and TIN of common parent:

Name - ____ .

TIN - ____ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

(2) Representation. The Offeror represents that--

(i) It [____] is, [____] is not an inverted domestic corporation; and

(ii) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

(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)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor 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 (MAR 2016)

(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 (Nov 2015).

(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 (Oct 2015) (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 (Oct 2015) (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. (Oct 2015) (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 2015) (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 2015) 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—Subcontracting 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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ____(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (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 (FEB 2016) (E.O. 13126).
- ____ (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 (Oct 2015) (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 (FEB 2016) (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 (Oct 2015). (E. O. 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 (OCT 2015) 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) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (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 (FEB 2016) (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 2015) (E.O. 13658).

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

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (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 \$700,000 (\$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 (Oct 2015) (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 (Feb 2016) (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 (Oct 2015) (E. O. 12989).
 - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (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 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)

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

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

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

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

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

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

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

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

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

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

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

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

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

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

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

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

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

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

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

(iv) All personnel have received--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such

action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

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

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

(ii) The The Regional Contracting Office Bogota may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

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

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

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

(m) Personnel recovery.

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

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

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

(n) Notification and return of personal effects.

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

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

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

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

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

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

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

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

(End of clause)

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

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

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)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of provision)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

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

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

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

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)

PAYMENT INSTRUCTIONS

PAYMENT TERMS

Contractor is authorized to submit the invoice when they finish the service or complete delivery.

Invoices shall be sent no later than five days after the end of the performance period, please indicate that on the invoice is for a full payment.

Sign, scan and send the invoice and DD250 to the Security Cooperation Office - Payment Office at following e-mail address:

southcom.bogota.sco-col.mbx.facturas@mail.mil

TERMINOS DE PAGO

Contratista está autorizado a presentar factura después de finalizar entrega. Si la factura es por un pago parcial o total favor indicarlo en la factura.

Las facturas deben ser enviadas a mas tardar a los cinco dias de terminar el servicio o entrega indicando que es pago parcial o final.

Firme, escanee y envíe la factura y la forma DD250 a la Oficina de Seguridad y Cooperacion - Oficina de Pago al siguiente e-mail:

southcom.bogota.sco-col.mbx.facturas@mail.mil

EXHIBIT A**EXHIBIT A**

	Tue	Wed	Fri
Date: August 2016	9th 0730 - 1830	10th 0730 - 1830	11th 0730 - 1830
Main Conference Room	120	120	120
Conference Audio System	1	1	1
Illuminated Podium w/ microphone	1	1	1
Microphones for head table	2	2	2
Wireless Hand-held Microphones for Q&A	2	2	2
Wireless Lavalier (Lapel) Microphones	1	1	1
Dry Easel Board with paper and markers	1	1	1
9'x12' Foot Screen	1	1	1
Projector 1600 Lumens or better	1	1	1
Laptop computer with mouse	1	1	1
Table for Projector/laptop	1	1	1
Multi-plug Power Strips with Surge Protection for projector/laptop	1	1	1
Multi-plug Power Strips with Surge Protection for participant laptops	4	4	4
Multi-plug Power Strips with Surge Protection for Registration/Admin. Area laptops and printer	2	2	2

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: Juan Arzu or Rosalba Mateus
MILGP Unit 5140
APO AA 34038-5140

b. Offer packages will be accepted via e-mail to:
Rosalba Mateus
e-mail: rosalba.mateus2.fn@mail.mil
Tel: 275-2552

Alternate
Juan Arzu
e-mail: Juan.p.arzulambert.civ@mail.mil
Tel: 275-2274

c. Vendors that intend to hand deliver offers must notify Juan Arzu or Rosalba Mateus 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:

(1) Technical Offer. Technical Offer.

(a) Certification that the contractor will provide the items stated in the solicitation. Certification shall clearly indicate that the contractor can meet this requirement. Certification shall be on the company letterhead and signed by an authorized representative of the company.

(b) Certification shall include the location of the hotel.

(2) Price Offer

(a) 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.

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

