

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 40		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-16-Q-0027		6. SOLICITATION ISSUE DATE 17-Jun-2016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LAURA RODRIGUEZ-RUBIO			b. TELEPHONE NUMBER (No Collect Calls) 571-275-2907		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 30 Jun 2016	
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP UNIT 5130 AP0 AA 34038-5130 TEL: 011-571-275-2552 FAX: 011-571-275-2084		CODE W913FT	10. THIS ACQUISITION IS <input 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 MILGP BOGOTA COLOMBIA IRAI DA BERDECIA BOGOTA TEL: 305-437-3685 FAX:		CODE W811P5	16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR 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 checked="" 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 checked="" 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) TEL: EMAIL:		31c. DATE SIGNED			

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

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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 231 single occupancy rooms for nine (9) nights (check in on 19 Aug 2016 and check out on 28 Aug 2016). IAW Para 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.7.1, 2.8, 3.0, 3.1, 3.2, 3.4, 3.5 of the Performance Work Statement. Room rate shall include breakfast and internet. FOB: Destination	231	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	LUNCHES FFP Lunches as follows: For 21 people on 21 Aug 16 For 21 people on 22 Aug 16 For 21 people on 23 Aug 16 For 21 people on 24 Aug 16 For 21 people on 25 Aug 16 For 3 people on 26 Aug 16. IAW Para 6.0 through 6.1, 6.2, 6.3, and 6.4 of the Performance Work Statement. FOB: Destination	108	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	DINNERS FFP Dinners as follows: For 21 people on 21 Aug 16 For 21 people on 22 Aug 16 For 21 people on 23 Aug 16 For 21 people on 24 Aug 16 For 11 people on 25 Aug 16 For 3 people on 26 Aug 16. IAW Para 6.0 through 6.1, 6.2, 6.3, and 6.4 of the Performance Work Statement. FOB: Destination	98	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	CONFERENCE ROOM FFP Main conference room for 60 people from 22 - 26 August 2016 IAW. Para 4.0, 4.1, 4.5, 4.6, 4.7, and 4.8 of the Performance Work Statement FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	ADMINISTRATION ROOM FFP Administration conference room for 10 people from 21 - 26 August 2016 IAW. Para 4.0, 4.3, and 4.5 of the Performance Work Statement FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	BREAKOUT ROOM FFP The Contractor shall provide a breakout room large enough to accommodate ten (10) participants from 22 - 25 August 2016 IAW. Para 4.0, 4.4, and 4.5 of the Performance Work Statement FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	OPENING RECEPTION FFP The Contractor shall provide an outdoor area for a reception of approximately fifty-five (55) people on 22 August 2016. IAW Para 4.5, and 7.0 of the Performance Work Statement FOB: Destination	55	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	PARKING REQUIREMENTS FFP The Contractor shall provide ten (10) reserved parking spaces in the hotel parking from 21-26 Aug of 2016 IAW Para 5.0 through 5.1, 5.2, and 5.3 of the Performance Work Statement. FOB: Destination	60	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	AUDIOVISUAL REQUIREMENTS FFP Audiovisual requirements per Exhibit A. The Contractor shall provide audiovisual support in the main conference room from 22-26 Aug of 2016 IAW Para 4.2, 8.0, 8.1 and 8.2 of the Performance Work Statement. FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	MORNING BREAKS FFP Breaks as follows: For 54 people on 22 Aug 16 For 54 people on 23 Aug 16 For 54 people on 24 Aug 16 For 54 people on 25 Aug 16 For 39 people on 26 Aug 16. IAW Para 6.0, 6.4 and 6.5 of the Performance Work Statement. FOB: Destination	255	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	AFTERNOON BREAKS FFP Breaks as follows: For 54 people on 22 Aug 16 For 54 people on 23 Aug 16 For 54 people on 24 Aug 16 For 54 people on 25 Aug 16 For 39 people on 26 Aug 16. IAW Para 6.0, 6.4 and 6.5 of the Performance Work Statement. FOB: Destination	255	Each		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 19-AUG-2016 TO 28-AUG-2016	N/A	MILGP BOGOTA COLOMBIA IRAIDA BERDECIA BOGOTA 305-437-3685 FOB: Destination	W811P5
0002	POP 21-AUG-2016 TO 26-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0003	POP 21-AUG-2016 TO 26-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0004	POP 22-AUG-2016 TO 26-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0005	POP 21-AUG-2016 TO 26-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0006	POP 22-AUG-2016 TO 25-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0007	22-AUG-2016	55	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0008	POP 21-AUG-2016 TO 26-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0009	POP 22-AUG-2016 TO 26-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0010	POP 22-AUG-2016 TO 26-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0011	POP 22-AUG-2016 TO 26-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT (PWS)
USCAP 2016 Mid-Year Review and CY 2017 Security Cooperation Technical Committee (SCTC)
Hotel Services
Medellin, Colombia**

1.0. General: This Presidential-led initiative is an effort designed to support the National Security Interests of Colombia and the United States. Discussions among senior officials from Colombia, U.S., Panama, Honduras, Guatemala, Costa Rica, Dominican Republic, and El Salvador will drive the theme of this workshop.

1.1 TIME LINE 19-28 August 2016, event dates 22-26 August 2016.

- 1.1.2 – 19 August 2016: Advance Party arrives (2 pax).
- 1.1.3 – 20 August 2016: J54 Leadership (6 pax).
- 1.1.4 – 21 August 2016: Event participants (44 pax) arrive.
- 1.1.5 – 22 August 2016: Workshop and meetings begins, first day events.
- 1.1.6 – 23 August 2016: Workshop and meetings continue, second day events.
- 1.1.7 – 24 August 2016: Workshop and meetings continue, third day events.
- 1.1.7 – 25 August 2016: Workshop and meetings continue, four day events.
- 1.1.8 – 26 August 2016: Workshop and Meetings conclude.
- 1.1.9 – 27 August 2016: J54 Leadership (6 pax) and event participants (44 pax) depart.
- 1.1.10 – 28 August 2016: Advance Party departs (2 pax).

1.2 Place of Performance: Medellin, Colombia (Hotel TBD)

1.3 SCOPE. The Contractor shall provide lodging, meals, conference facilities, equipment and incidental services to the US Southern Command, also referred to herein as “the Government”, in support of the **USCAP 2016 Mid-Year Review and CY 2017 Security Cooperation Technical Committee (SCTC) WORKSHOP** as defined in this Statement of Work, with the exception of those items specified as Government-furnished property and services. Attendees will begin to arrive on 19 August 2016, attend the specified days of the workshop, and depart when completed with required meetings, or the day after the conclusion of the workshop, 28 August 2016. The workshop will consist of approximately forty-eight (48) participants.

2.0 HOTEL REQUIREMENTS

2.1 HOTEL LOCATION: The contracted facility shall be located in a safe, secure location which shall be able to pass a US SOUTHCOM Force Protection assessment. The Contractor shall be located in the metropolitan area and within reasonable walking distance to eateries. The Contractor shall provide lodging, meals, and workshop requirements within their main facilities with all conference rooms/spaces in close proximity of each other and on the same floor level, as directed by the US Government.

2.2 HOTEL SECURITY/INSPECTION. The Contractor shall have a modern professional system of internal and external security. The Contractor shall heighten their security posture starting the morning before the seminar and continuing until the evening of the day after the seminar. If external security augmentation is used, the hotel security manager shall ensure complete and unlimited access and seamless coordination between the hotel’s organic security systems and the external augmentation units. Where possible, all workshop activities shall be conducted in designated areas located above the ground floor level. The Contractor shall not have any ongoing construction onsite or around the vicinity of the hotel, to include, major renovation which includes closing entire floors, changing out multiple elevators, replacing flooring at multiple location throughout the hotel and renovation that is disruptive due to extreme noise levels.

2.3 VET INSPECTIONS. Before time of award, the Hotel shall be able to pass a US Government VET inspection, as required.

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

2.5 HOTEL CONTRACT POC. A contract hotel POC-program manager shall be in a position at the hotel 24/7 and be able to *direct* the operation of the facility.

2.6 HOTEL EQUIPMENT. The Contractor shall ensure that any maintenance or repairs on hotel equipment shall be performed immediately without further cost to the Government.

2.7 HOTEL ITEMS/AMENITIES EXCLUDED FROM THE CONTRACT. The Government will not pay for movies, mini-bars, laundry, room service, telephone calls from or charged to guest rooms, or any other hotel charges other than those specifically provided for in this contract.

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

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

2.8 HOTEL ITEMS/AMENITIES INCLUDED IN CONTRACT. The Contractor shall provide a 24- hour fitness center with a variety of fitness equipment. All regular hotel guest facilities and amenities, to include the hotel business center and the spa facilities, shall be made available for all participants who are registered at the hotel. No cover fees are to be charged to workshop attendees who are not registered in the hotel. The Contractor shall provide two (2) bottles of water per day and internet service/WI-FI in each contracted room, both included in the cost of the room.

3.0 LODGING.

3.1 ROOMS REQUIRED. The Contractor shall provide single occupancy rooms as denoted in the table below. The table provided below is an estimate of required lodging. Any other rooms and/or services are the responsibility of participants arranging them and the Government will not be held liable. The Government may request additional rooms at any time, and the Contractor shall give the Government priority on all unoccupied lodging of similar quality. The Government requires rooms to be paid under this contract and reservations for rooms to be paid by individual guests outside the scope of this contract as specified below.

August 2016	Fri 19	Sat 20	Sun 21	Mon 22	Tue 23	Wed 24	Thu 25	Fri 26	Sat 27	Sun 28	Total
Single Occupancy Rooms funded	2	7	45	45	45	46	30	9	2	0	231
Single Occupancy Rooms self-funded	0	0	9	9	9	9	9	1	0	0	46

3.2 QUALITY STANDARDS FOR ROOMS. All rooms shall include: high standard of hygiene, private bath with full toilet and shower facilities, hot and cold running water, clean linen on a daily basis, electricity, and color television with cable, internet service, and appropriate furniture.

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

3.4 ROOM INFORMATION. The Government Representative will only approve payment for rooms used (under contract). The Government intends to utilize all of the rooms requested. However, the possibility exists that, due to unforeseen circumstances, a few workshop participants may have to cancel their attendance. Therefore the Government reserves the right to fill any of the rooms with alternate personnel, without penalty, up to 24 hours in advance. If there is a no-show guest, the Government will only pay for one (1) night. Additionally, there will be an estimated nine (9) participants who will pay for their own lodging. These participants will not be included in the Lodging contract. They are noted in table above as “**self-funded**”. These participants are required to personally call/contact the Hotel and provide their credit card numbers to secure their lodging.

3.5 ROOM LIST. The Government Representative will furnish the Contractor with a room roster containing participant names by 15 August 2016, but may change any of the names for the rooms up to the day of check-in.

4.0 CONFERENCE FACILITIES.

4.1 CONFERENCE ROOMS. The Contractor shall provide one conference room large enough to accommodate a total of 60 participants, with 30 participants seated in a U-shape, and a classroom seating arrangement for the remaining 30 participants with the additional of a translation booth. Set-up for the conference rooms shall be accomplished no later than **6:00 AM on 22 August 2016**. The conference room shall have dimmer switches and black out curtains (or similar) to allow for slide/audio visual presentations. The conference room shall have sufficient power strips for all participants to connect laptops and tablets. All seats shall be cushioned and tables shall be covered with white tablecloths.

The Contractor shall allow change of configurations and usage times for conference rooms at any time prior to the workshop to accommodate last minute directives and fluctuating requirements. Contractor personnel shall be available for changes in room configuration as needed.

If additional chairs or tables are required, the Government Representative will coordinate with the hotel representative. The Government Representative will provide instructions to the Contractor regarding the exact configuration of the rooms, as needed.

The Contractor shall also provide and place a registration table outside of the conference room by 7:00 am on each day of the event.

The Contractor shall provide flags of equal size and quality for the countries of Colombia, USA, Guatemala, Honduras, El Salvador, Costa Rica, Dominican Republic, and Panama.

The main conference rooms shall be completely cleaned prior to the workshop.

4.2 AUDIOVISUAL REQUIREMENTS.

Audio Visual Requirements	Qty
Screen Size 6'x6' to 8'x8'	2
Projector	2
Internet access for 60 participants in conference room	1
Speaker System with Podium and wireless microphone	1
Wireless microphones	6
Wireless lapel microphones	2

Laptop computers	5
Printer	1

4.3 ADMINISTRATION ROOM. The Contractor shall provide an administration room large enough to accommodate **10** participants with enough space to fit at least 2 (5ft or larger) tables. Set up for the administration room shall be accomplished no later than **8:00 AM on 21 August 2016**. All seats shall be cushioned and tables shall be covered with white tablecloths. This room's configuration and usage times may be changed at any time prior to the workshop to accommodate last minute directives and fluctuating requirements. Contractor personnel shall be available for changes in room configuration, as needed. The Government Representative will provide instructions to the Contractor regarding the exact configuration of the room. The Contractor shall provide a house phone for the administration room.

The administration room shall be completely cleaned prior to the workshop.

4.4 BREAKOUT ROOM. The Contractor shall provide a breakout room large enough to accommodate ten (**10**) participants, with enough space to have at least two (2) (5ft or larger) tables. Set up for breakout room shall be accomplished no later than **6:00 AM on 22 August 2016**. All seats shall be cushioned and tables shall be covered with white tablecloths. This room's configurations and usage times may be changed at any time prior to the workshop to accommodate last minute directives and fluctuating requirements. The breakout room must be completely cleaned. Contractor personnel shall be available for changes in room configuration as needed. The Government Representative will provide instructions to the Contractor regarding the exact configuration of the room.

4.5 CONFERENCE ROOM REQUIREMENTS

	Sun 21	Mon 22	Tue 23	Wed 24	Thu 25	Fri 26
Conference Room (60 pax)	None	Full day	Full day	Full day	Full day	Full day
Admin Room (10 pax)	Full day	Full day	Full day	Full day	Full day	Full day
Breakout Room (10 pax)	None	Full day	Full day	Full day	Full day	None
Reception area (52 pax)	None	2 hrs	None	None	None	None

4.6 AMENITIES FOR CONFERENCE ROOMS.

4.7 A bottle of water for all participants and supplies, such as note pads, pens/pencils, shall be provided to each participant on each workshop date for the conference room.

4.8 Four (4) white boards; with one (1) each wide tip non- permanent markers, colored black, red, green, and blue, for the conference room.

5.0 PARKING REQUIREMENTS/ TAXI ACCESS

5.1 The Contractor shall provide ten (10) reserved parking spaces for local workshop participants and workshop staff in the hotel parking lot during the workshop. Parking shall be in a secure area with adequate lighting and security.

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

5.3 The Government Representative will provide a list of workshop participants' arrival and departure times prior to the start of the workshop period of performance.

6.0 FOOD AND BEVERAGE.

6.1 MEALS. The Contractor shall provide lunches and dinners to specific participants as directed by the Government Representative, and as depicted below. The Government will only pay for meals consumed by selected participants at the Hotel Restaurant. The selected participants will identify themselves and their room number prior to the meal. Meal consumption will be controlled with Government representative supervision. **The Government will not pay for alcoholic beverages during meals.** All meal receipts associated with this workshop shall be submitted daily to the Government Representative for verification and accountability. Direct specification of these meals shall be discussed between the Hotel and the Government representative.

6.2 MEALS SCHEDULE. Participants will eat at the hotel restaurants at their convenience.

6.3 BREAKFAST/LUNCH/DINNERS. The Contractor shall provide breakfast, lunch, and dinner to workshop participants, as shown in the following chart. The Government will pay for no more than twenty-one (21) of the participants, while the rest of the participants will pay for their own breakfast, lunch, and dinner. The participants for whom the Government will pay for meals will be identified by the Government representative on site.

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

August	Sun 21	Mon 22	Tue 23	Wed 24	Thu 25	Fri 26	Sat 27	Totals
Breaks AM only	0	54	54	54	54	39	0	255
Breaks PM only	0	54	54	54	54	39	0	255
Breakfast	0	21 Included in Room Rate	21 Included in Room Rate	21 Included in Room Rate	21 Included in Room Rate	11 Included in Room Rate	0	95
Lunch	21	21	21	21	21	3	0	108
Dinners	21	21	21	21	11	3	0	98

6.5 BREAKS. The Contractor shall provide a permanent coffee station for a morning and afternoon break during the workshop days of 22, 23, 24, 25 and 26 August 2016. Both coffee stations shall be set up outside the conference room. The break menu shall be varied daily and the service shall include utensils and all necessary equipment. The menu selected and time and schedule for such breaks shall be discussed and determined between the Government representative and the Contractor prior to start of the workshop. Breaks shall have hot and cold beverages, including water, coffee, tea, water, and sodas.

7.0 WELCOME RECEPTION / SOCIAL – The Contractor shall provide an outdoor area for a reception of approximately fifty-five (55) people from 5:00PM to 7:00PM on 22 August 2016. The Contractor shall also have alternate locations available inside, in case of inclement weather. The Contractor shall provide a two-hour (2) bar open bar with alcoholic and non-alcoholic drinks, three (3) hot hors ' d'oeuvres and three (3) cold hors ' d'oeuvres. All items will be selected by the Government representative.

8.0 ADDITIONAL REQUIREMENTS.

8.1 MAINTENANCE. The Contractor shall ensure that all equipment and services are in proper working order throughout the contract period. All scheduled maintenance shall be performed prior to the start of this contract. Any unscheduled maintenance or breakdowns shall be corrected within one (1) hour or substitution provided.

8.2 TESTING OF ANY EQUIPMENT. The Contractor shall install and be ready to conduct a full communications test of all equipment/systems in the main conference room by 6:00 AM on 22 August 2016.

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

8.4 APPLICABILITY. Tax exemption applies to self-funded participants as well as contract-funded attendees. Therefore, taxes shall be removed from the bill once the tax exempt forms have been submitted to the hotel by the Government representative.

9.0 ADDITIONAL INFORMATION.

9.1 CANCELLATIONS/ADDITIONS. The Contracting Officer (KO) is the sole individual who has the right to make changes to this SOW, in coordination with the Government representative and Acquisition Support Center personnel (to include the numbers and types of personnel or equipment needed) to make this mission success. The Contractor shall give the Government priority on all equipment/personnel under the terms of any contract resulting from this SOW. Changes made with at least a twenty-four (24)-hour notice shall incur NO penalty. Other modifications may be negotiated as required, but only by the Contracting Officer is authorized to finalize any subsequent modifications. The Government will pay for only personnel and equipment used in this period of performance.

9.2 CHANGES TO CONTRACT. The only person authorized to make changes to the contract is the Contracting Officer. Failure to clear changes in the contract with the Contracting Officer (KO) will result in the Contractor not receiving compensation for incurred costs. Accordingly, the Contracting Officer will be notified **prior to** any additional services performed and a contract modification will be issued with any change to price, period of performance, or change to Terms and Agreements. When/if, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer for authorization to proceed.

9.3 The Contractor shall provide appropriate announcement boards at each entrance to the hotel and at the elevator and main conference room welcoming and providing directions to the workshop participants. The exact wording of the announcement will be provided to the hotel by the Government representative.

9.4 PRICE QUOTES. Quotes shall be submitted in English. **Prices shall be all inclusive.** Local taxes and Federal taxes need to be displayed separately, since the Government is a tax exempt organization. The Contractor shall submit quotes in U.S. Dollars.

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 privacy of contract directly with lodging facility providers. Offers from third parties shall be considered non-responsive and will be excluded from consideration for award.

EXHIBIT A

**EXHIBIT A
Audiovisual requirements**

Audio Visual Requirements	Qty
Screen Size 6'x6' to 8'x8'	2
Projector	2
Internet access for 60 participants in conference room	1
Speaker System with Podium and wireless microphone	1
Wireless microphones	6
Wireless lapel microphones	2
Laptop computers	5
Printer	1

CLAUSES INCORPORATED BY REFERENCE

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
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.233-2	Service Of Protest	SEP 2006
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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

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

1. Technical Acceptability - Offers will be rated on an "Acceptable", or "Unacceptable" basis. Technical acceptability will be determined by the quoted items meeting or exceeding all the specifications/requirements in the Performance Work Statement. If one of the specifications is not met, the offer shall be considered technically unacceptable and shall not be considered for award. Offeror shall submit a certification stating that the contractor has the capability and facilities to provide all the requirements stated in the solicitation. Offeror shall be included in the US-Embassy Bogota Regional Security Office hotel list. If the offeror is not included in this list, it will not be considered for award. The quote shall reflect vendor's address and physical location and certify that hotel shall be located within Medellin-Antioquia near to the metropolitan area and within reasonable walking distance to eateries . If the offeror's physical location does not meet these criteria, it will not be considered for the 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 privacy 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 offer.

(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
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---	---

[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.)

(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 the Global Currency Exchange Rates Report published daily by the Charleston Financial Service Center in effect as stated below. This is the official rate to be used for all financial transactions processed by the Embassy in Bogota.

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

(b) For acquisitions conducted using negotiation procedures--

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

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

(End of provision)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.229-7001 TAX RELIEF (SEPT 2014)

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

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

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

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

(End of clause)

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 otodal 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

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: Laura Rodriguez or Rosalba Mataeus
Security Cooperation Office (SCO) Unit
5140 APO AA 34038-5140

b. Offer packages will be accepted via e-mail to to:
 Laura Rodriguez
Laura.m.rodriquerubio.fn@mail.mil
 Tel: 275-2907

Alternate
 Rosalba Mateus
 Contracting Specialist
 Com: 011-571-275-2552
Rosalba.mateussandoval.fn@mail.mil

c. Vendors that intend to hand deliver offers must notify Laura Rodriguez or Rosalba Mateus(1) day prior to the closing date to coordinate acceptance and delivery.

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

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

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

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

2. OFFER FILES: Offeror shall submit the following:

(a) Technical Offer:

- (1) Certification that the contractor will and has the capability to provide the items stated in the solicitation.
- (2) Certification that hotel is included in the US Embassy Bogota Regional Security Office.
- (3) Offeror shall certify that hotel is located in the metropolitan area and within reasonable walking distance to eateries in Medellin, Antioquia.

(b) Price Offer

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

(2) Schedule of Supplies and Services indicating total offered cost/price.
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FAR 52.212-3 Offeror Representations and Certifications – Commercial Items

