

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W811P501676001		PAGE 1 OF 46	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-10-T-0030	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MICHAEL HAYDO		b. TELEPHONE NUMBER (No Collect Calls) 571-383-4231		6. SOLICITATION ISSUE DATE 13-Jul-2010	
9. ISSUED BY ACC-TA, RCO BOGOTA CALLE 24BIS #48-50 USMILGP CONTRACTING BOGOTA TEL: FAX:		CODE W913FT		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <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 US SOUTHERN COMMAND - J2 JOSHUA FRANQUI JOINT INTELLIGENCE OPERATIONS CENTER MIAMI FL 33172 TEL: 305-437-2097 FAX:		CODE W811P5		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL.		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			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>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	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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

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	Hotel Rooms 20-28 Aug FFP CRIC Seminar. Single occupancy hotel rooms in accordance with paragraph 4.1.1 of the Performance Work Statement entitled "Lodging, conference, Facilities, Meals and ADP rental." NOTE: 1 Day constitutes one single occupancy room for one night. FOB: Destination PURCHASE REQUEST NUMBER: W811P501676001	132	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Suite Hotel Rooms from 22 - 27 Aug FFP The suites will be one (1) hospitality suite from 22 - 26 Aug = 5. One (1) Jr suite from 22 - 27 Aug = 6. Eleven (11) Jr suites from 23 - 26 Aug = 44. The total of all suites will be 55 suite days. FOB: Destination PURCHASE REQUEST NUMBER: W811P501676001	55	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Meals and Other Food - CRIC Seminar FFP FOB: Destination PURCHASE REQUEST NUMBER: W811P501676001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Breakfast Meals - CRIC Seminar FFP Provide breakfast meal in accordance with 5.1.1 of the Performance Work Statement entitled "contracted meals". Breakfast for 55 people from 24 - 27 Aug = 220 meals FOB: Destination PURCHASE REQUEST NUMBER: W811P501676001	220	Meal		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Lunch Meals - CRIC Seminar FFP Provide lunch meals in accordance with Section 5.1.1 of the Performance Work Statement. Will be lunches for forty (40) on 23 Aug and Fifty Five (55) from 24 - 27 Aug = 260 meals. FOB: Destination PURCHASE REQUEST NUMBER: W811P501676001	260	Meal		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	Dinner Meals - CRIC Seminar FFP Provide dinner meals in accordance with section 5.1.1 of the Performance Work Statement. A catered dinner for 23, 25, and 26 August 2010, with a a buffet style on 25 Aug. There will be sixty one (61) meals on 23, and 26 Aug = 122, and forty (40) meals on 25 Aug. Total meals are 162. FOB: Destination PURCHASE REQUEST NUMBER: W811P501676001	162	Meal		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	Catered Buffet FFP Provide dinner meals in accordance with section 5.1.1 of the Performance Work Statement. Catered dinner for 40 people on 24 Aug at the "Escuela Militar de Cadetes" on Calle 80 #38-00. FOB: Destination PURCHASE REQUEST NUMBER: W811P501676001	61	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	Coffee Breaks - Intel Seminar FFP Provide morning, afternoon, and one permanent coffee break in accordance with section 5.3 of the Performance Work Statement. There will be one permanent set up for ten (10) people from 21 - 27 Aug = 70 breaks. One in the hospitality suite for six (6) people from 24 - 27 Aug = 24 breaks. One conference morning break for 24 - 26 Aug = 150 breaks. An afternoon break from 24 - 25 Aug = 100 breaks FOB: Destination PURCHASE REQUEST NUMBER: W811P501676001	394	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Conference Facilities - Intel Seminar FFP The contractor shall provide a conference facilities and equipment in accordance with section 3.0. The hospitality suite is under the room CLIN. The main conference room from 22 - 26 Aug. An administrative room from 21 - 27 Aug. It will be 12 room days for both. This item includes communication and AV support. FOB: Destination PURCHASE REQUEST NUMBER: W811P501676001	12	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Translation and Intepretation Services FFP The contractor shall provide all necessary equipment and services in accordance with paragraphs 6.0, 7.0, & 8.0 of the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: W811P501676001	5	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Contract Manpower Reporting FFP	1	Each		
	<p>CONTRACTOR MANPOWER REPORTING: The Contractor is required to report all Contractor manpower (to include subcontractors manpower) required for the performance of this contract. The Contractor is required to completely fill in all the required fields in the reporting system using the following web address: https://cmra.army.mil/. The requiring activity will assist the Contractor with the reporting requirement as necessary. Reporting must be completed no later than 2 August 2009. Failure to comply with this reporting requirement may result in contract termination.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: W811P501676001</p>				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	N/A	N/A	Origin	Government
0003	Origin	Government	Origin	Government
0003AA	Origin	Government	Origin	Government
0003AB	Origin	Government	Origin	Government
0003AC	Origin	Government	Origin	Government
0003AD	N/A	N/A	Origin	Government
0003AE	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
0006	Origin	Government	Origin	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 20-AUG-2010 TO 28-AUG-2010	N/A	US SOUTHERN COMMAND - J2 JOSHUA FRANQUI JOINT INTELLIGENCE OPERATIONS CENTER MIAMI FL 33172 305-437-2097 FOB: Destination	W811P5
0002	POP 22-AUG-2010 TO 27-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0003	POP 23-AUG-2010 TO 27-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0003AA	POP 22-AUG-2010 TO 27-AUG-2010	N/A	USMILGP COLOMBIA - PLANS & STRATG. TEAM LUIS UTRERAS AMERICAN EMBASSSY CR. 45 # 24B 27 BOGOTA CELL 310-877-1027 FOB: Destination	
0003AB	POP 22-AUG-2010 TO 27-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0003AC	POP 22-AUG-2010 TO 27-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0003AD	N/A	N/A	N/A	N/A
0003AE	POP 23-AUG-2010 TO 27-AUG-2010	N/A	USMILGP COLOMBIA - PLANS & STRATG. TEAM LUIS UTRERAS AMERICAN EMBASSSY CR. 45 # 24B 27 BOGOTA CELL 310-877-1027 FOB: Destination	
0004	POP 23-AUG-2010 TO 27-AUG-2010	N/A	US SOUTHERN COMMAND - J2 JOSHUA FRANQUI JOINT INTELLIGENCE OPERATIONS CENTER MIAMI FL 33172 305-437-2097 FOB: Destination	W811P5
0005	POP 23-AUG-2010 TO 27-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5
0006	POP 22-AUG-2010 TO 04-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W811P5

CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.214-34	Submission Of Offers In The English Language	APR 1991
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-17	Interest	OCT 2008
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
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
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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

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

Lowest price technically acceptable with acceptable past performance.

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

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

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

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

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

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

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

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

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

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

(8) FSC 9610, Ores;

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

(10) FSC 9630, Additive Metal Materials.

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

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.

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.

(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 on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA 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 (n) 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 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, (X) 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, (X) 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, (X) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, (X) 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, (X) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) 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.

(7) 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:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, (X) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, (X) (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(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, (X) 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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, (X) is not a 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 the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the 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, (X) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

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

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

(i) It () has developed and has on file, (X) 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 (X) 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 \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

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

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

Line Item No.

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

(4) 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)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

(List as necessary)

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

offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

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.

(X) (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.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror 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.

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

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

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

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

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

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

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

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

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration 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.

(X) TIN is not required because:

(X) 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.

(X) Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

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

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other -----.

(5) Common parent.

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

() Name and TIN of common parent:

Name -----.

TIN -----.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2009)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (4) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (5) [Reserved].

___ (6)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (7)(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.

___ (8) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (9)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.

___ (10) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (11) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (12)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (13) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (16) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

___ (17) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___X___ (18) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

___ (19) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (20) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (22) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (25) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until May 21, 2009.)

___ (26)(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.)

___ (27) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (28)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (29) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (30) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (FEB 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (31) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (32) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (33) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (34) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (35) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (36) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (37) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

 X (38) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (39) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (40) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (41)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

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

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 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 (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

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

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

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

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

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

(xi) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until May 21, 2009.)

(xii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiii) 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 exchange rate between USD and COP as dictated by the U.S. Embassy – Bogota on the date the offer is received in effect as follows:

(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)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”) by 30 days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or “concurrent with first request” as prescribed by the head of the agency; if not prescribed, insert “no later than 15 days prior to submission of the first request for payment”). If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

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

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

<http://www.farsite.hill.af.mil>

End of provision

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[www.arnet.gov/far]

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(7) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(8) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(9) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(10) 252.225-7021, Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(11) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(12) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(13)(i) 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) Alternate I (OCT 2006) of 252.225-7036.

(14) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(15) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(16) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(17) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(18) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (10 U.S.C. 2227).

(19) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(20) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).0

(21)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(22) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

PAYMENT AND SHIPPING REMARKS

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2008)

The following instructions are added to paragraph (g):

PAYMENT PROCESS / PROCESO DE PAGO:

TO SUBMIT THE INVOICE:

Present an Original invoice and one copy to the USMILGRP Payment Office at one of the below addresses:

Within Colombia:

Billing Address:
Calle 24 Bis 48-50 (PUESTO # 1)
US Embassy
USMILGRP – Contracting Office
Attn: Tatiana Suarez
BOGOTA, COLOMBIA
TEL: 011-571-383-2552

Invoices will be received **ONLY** on Tuesdays from 10:00am thru 12:00 pm by Tatiana Suarez Ext 2765.

Or if sent from the U.S:

Billing Address:
USMILGRP-BOGOTA
ATTN: TATIANA SUAREZ
CONTRACTING OFFICE
UNIT 5140
APO AA 34038

Or to the following e-mail addresses:

Michael.haydo@tcsc.southcom.mil
suarez@bogota.mg.southcom.mil
saavedrm@bogota.mg.southcom.mil
Robert.devisser@tcsc.southcom.mil

Note:

PLEASE SIGN THE FIRST PAGE OF THIS CONTRACT AND RETURN A COPY BY EMAIL. WHEN DELIVERING THE PRODUCTS OR COMPLETING THE CONTRACTED SERVICES, HAVE THE GOVERNMENT REPRESENTATIVE SIGN THE RECEIVING SECTION OF THE CONTRACT. A COPY OF THIS PAGE MUST BE ATTACHED TO THE INVOICE SUBMITTED FOR PAYMENT.

THE INVOICE WILL NOT BE PROCESSED UNLESS THESE INSTRUCTIONS ARE FOLLOWED.

When the contract requires delivery at the Warehouse 18 of Catam, an access authorization shall be requested at least 24 hours prior in the following phone number: 011-571-4238400.

Please submit a copy of the Contract with each invoice.

PARA RADICAR LA FACTURA:

Radicar una factura original y una copia en el Grupo Militar, Embajada Americana en la siguiente direccion:

Dentro de Colombia:

Oficina de Pago:
Calle 24 Bis 48-50 (PUESTO # 1)
US Embassy
USMILGRP – Contracting Office

Attn: Tatiana Suarez
BOGOTA, COLOMBIA
TEL: 011-571-383-2552

Las facturas seran recibidas **UNICAMENTE** los dias Martes de 10:00am a 12:00pm por Tatiana Suarez Ext. 2765.

Si se envia desde los Estados Unidos:

Oficina de Pago:
USMILGRP-BOGOTA
ATTN: TATIANA SUAREZ
CONTRACTING OFFICE
UNIT 5140
APO AA 34038

O pueden ser enviadas a los siguientes correos electronicos:

Michael.haydo@tcsc.southcom.mil
suarez@bogota.mg.southcom.mil
saavedrm@bogota.mg.southcom.mil
Robert.devissier@tcsc.southcom.mil

Nota:

FAVOR FIRMAR LA PRIMERA PAGINA DE ESTE CONTRATO Y DEVOLVER VIA EMAIL. EN EL MOMENTO DE LA ENTREGA DE LA MERCANCIA O AL REALIZARSE ALGUN SERVICIO, FAVOR HACER FIRMAR AL REPRESENTANTE DEL GRUPO MILITAR LOS RECIBO BLOQUES DEL CONTRATO. UNA COPIA DE ESTA HOJA DEBE SER ADJUNTADA A LA FACTURA A RADICAR.

LA FACTURA NO SE PROCESARA SI NO SIGUE ESTAS INSTRUCCIONES.

Cuando la entrega de los elementos sea necesaria hacerla en el Hangar 18 de Catam, debe solicitarse el permiso de ingreso correspondiente con (24) horas de anterioridad comunicándose al número telefónico: 011-571-423-8400.

Por favor anexe una copia del contrato a cada factura.

CRIC SEMINAR SOW

PERFORMANCE WORK STATEMENT

BOGOTA, COLOMBIA

23-27 AUGUST, 2010

TCA EVENT: SI-02-CON-CO

Lodging, Conference Facilities, Meals, ADP Equipment Rental and
Translation and Interpretation Services

1.0 INTRODUCTION. This Performance Work Statement (PWS) details the lodging, Conference Facilities, meals, ADP equipment rental and Translation and Interpretation requirements to support the “VI CENTAM Regional Intelligence Conference” (CRIC). Event dates are **23 through 27 August, 2010 at Bogota, Colombia.**

1.1 TIME LINE:

- | | | |
|--------------|--------------------|--------------------------------|
| 1.1.1 | 20 August, 2010 | Arrival of Staff Advance Party |
| 1.1.2 | 23 August, 2010 | Arrival of Participants |
| 1.1.3 | 24-26 August, 2010 | Actual Conference Days |
| 1.1.4 | 27 August, 2010 | Departure of Participants |
| 1.1.5 | 28 August, 2010 | Departure of Staff |

2.0 HOTEL REQUIREMENTS

2.1 HOTEL LOCATION. The contractor shall be located in a safe secure location. The hotel shall be able to provide lodging and meals within their main facilities. All lodging rooms need to be in close proximity to each other, as do all conference related rooms (main conference venue and administration support rooms, technicians’ meeting room and hospitality suites).

2.2 HOTEL SECURITY. The contractor shall have a modern professional system of internal and external security. The hotel shall heighten security posture starting the morning before the conference and continuing until the evening of the day after the culmination of the forum. If external security augmentation is used, the hotel security manager shall ensure complete and unlimited access and seamless coordination between the hotel’s organic security systems and the external augmentation units. Where possible, all conference activities shall be conducted in designated areas located above the ground floor level.

2.3 HOTEL REPRESENTATIVE. The contractor shall provide a **representative** to act as a liaison with the Contracting Officers Representative (COR) LT Joshua Franqui. The hotel representative shall be of sufficient authority to resolve issues involving conference execution and payment as they arise, and will be available during the period of performance. The Contracted hotel shall provide to the COR a list of on-call hotel points-of-contact who have the authority to resolve issues affecting their areas of support.

2.4 HOTEL SERVICE BREAKDOWN. The contractor shall ensure that any maintenance or repairs for hotel equipment, to include: guest rooms and suites, conference rooms, breakout rooms, elevators, audio visual, and others, shall be corrected.

2.5 HOTEL PARKING. The contractor shall provide and designate a minimum of **10** self-parking spots for conference days. These reserved parking places shall be clearly designated for conference transportation and available beginning the morning before the conference **23 August, 2010** and ending the evening of the day following the conference **27 August, 2010**. Parking shall be in a safe environment with adequate lighting and security.

2.6 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.

2.6.1 Lodging, movies, mini-bars, service charges, 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.

2.6.2 Contractor shall inform guests during check-in regarding which services will not be covered by the conference. The contractor shall request a credit card from guests upon check-in. Charges not covered by the conference are to be resolved between the guests and the hotel.

2.7 HOTEL ITEMS/AMENITIES INCLUDED IN THE CONTRACT. The contractor shall provide a 24- hour fitness center with free weights and a variety of fitness equipment. All regular hotel guest facilities and amenities, to include the hotel business center and the spa facilities, shall be made available for all participants.

2.8 FINAL INVOICING. Final invoice shall be provided to the COR upon contract completion.

3.0 CONFERENCE, MEETING, AND ADMIN ROOMS REQUIREMENTS.

3.1. MAIN CONFERENCE ROOM. The contractor shall provide a main conference facility in which sessions can be conducted in comfort and with minimum distractions. The room shall be capable of being physically secured to prevent unauthorized access at the discretion of the USSOUTHCOM conference representative. The room must be lockable. Access to the rooms shall be under the sole control and at the discretion of the Contracting Officer Representative designated by the Contracting Officer Representative.

3.1.1 CONFIGURATION. The room shall be large enough to accommodate 50 participants configured for 20 participants around a U-shape table and in class room formation for the remainder of the participants. The contractor shall provide a pen and a note pad per seat, per day.

3.1.2 USAGE TIME. The main conference room shall be **available by 1300 hours on 22 August, 2010.**

3.1.3 VISUAL REQUIREMENTS. The room must also accommodate an illuminated **podium with microphone, an elevated stage with a table and chairs for four (4) panelists, two (2) interpretation cabins and two (2) 8 X 8 projection screens.** The conference room shall have dimmer switches and black out curtains (or similar) to allow for slide/audio visual presentations. Also required are **two (2) skirted-tables for the projectors.** All seats shall be cushioned and covered for a more formal appearance. Contractor personnel shall be available for changes in room configuration as needed.

3.1.4 TESTING OF EQUIPMENT. The contractor shall install and be ready to conduct a full communications test of all equipment/systems **by 1500 hours on 22 August, 2010.**

3.1.5 AUDIO VISUAL EQUIPMENT LIST.

(1) Five (5) wireless or stand alone microphones (Two of the microphones shall be pin-on)

- (2) Required cabling to power all equipment, back-up batteries (UPS) to protect from electrical surges.
- (3) Plastic masking tape, both light and dark colored to blend-in and secure wires.
- (4) Four (4) loud speakers
- (5) One (1) podium with illumination and microphone stand.
- (6) One (1) operator for Audio support
- (7) Two (2) 8' x 8' projection screens

3.2 HOSPITALITY SUITE. The suite shall be a Junior Suite with large enough living room space to conduct private meetings. The rooms will be used by high ranking officials participating in the conference.

3.2.1 CONFIGURATION. The hospitality suite shall be set up as private room with comfortable sofa and chairs, a table, and a set up of coffee, water, and soda enough to accommodate up to 6 personnel.

3.2.2 USAGE TIMES. The hospitality suite shall be **available by 1300 hours on 22 August, 2010.**

3.3 CONFERENCE ADMINISTRATIVE SUPPORT ROOM. The contractor shall provide one (1) administrative room for staff supporting the conference. An administration center will be established by Government personnel at the hotel to be used for conference attendees' coordination and general administrative support of any needed conference function. The conference administrative room shall be large enough to accommodate **10 persons with 5 work tables** and have sufficient electrical power access for multiple laptops and other peripheral equipment. The room shall be capable of being physically secured to prevent unauthorized access at the discretion of USSOUTHCOM, preferably located above the ground floor. Access to the rooms shall be under the sole control of and at the discretion of the COR. The hotel staff shall correct any hotel equipment breakdown immediately.

3.3.1 TELEPHONE LINES. The room shall have two (2) telephone lines for direct trunk lines for external access and hotel PBX for local calls, and connection to internet.

3.3.2 USAGE TIMES. The **Administrative Support Room** shall be available for 24-hour access by authorized personnel, and **fully set up, from 1200 hours, 21 August, 2010 through 1700 hours, 27 August, 2010. The Main Conference room shall be set-up and fully functional by 1200 hours, on 22 August, 2010.**

3.3.3 ADDITIONAL REQUIREMENTS. COPIER: 24 hours access to a **Multi Color Copier Machine**. Unit Shall be capable of copying up to 45 black and white copies per minute, should provide consistent reliable copy, have a maximum copy enlargement of 200%, have a maximum copy reduction of 50%, Maximum black and white copy resolution of 1200 x 600 dpi, automatic document feeder, bypass feeder, collating, sorter of 20 trays, automatic double sided printing, multipurpose tray that accepts up to 8 1/2" x 14", 8 1/2 x 11" , automatic stapler, short warm up waiting time, automatic shut off.

3.4 MEETING ROOM. The contractor shall provide one (1) meeting room, large enough to accommodate **15 persons**. This room shall be used to have discussion type meetings.

3.5 STORAGE ROOM. Required storage room(s) shall be capable of being physically secured to prevent unauthorized access at the discretion of USSOUTHCOM, preferably located near the administrative support room. Access to the rooms shall be under the sole control of and at the discretion of the COR.

3.5.1 USAGE TIMES. The **Storage Room** shall be available for 24-hour access by authorized personnel, and **fully set up, from 1200 hours, 21 August, 2010 through 1700 hours, 27 August, 2010.**

August 2010	Fri 20	Sat 21	Sun 22	Mon 23	Tue 24	Wed 25	Thu 26	Fri 27	Sat 28
Main Conference Room			Set up by 1300 hours	X	X	X	Dismantle by 1800 hours		
Admin Room		Set up by 1200 hours	X	X	X	X	X	Dismantle by 1800 hours	
Hospitality Suite (Junior Suite)			Set up by 1300 hours	X	X	X	X	Dismantle by 1200 hours	

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

4.0 LODGING.

4.1 ROOMS REQUIRED. The contractor shall provide double occupancy rooms and suites as designated below. All other rooms, suites, and services are the responsibility of the individual and the Government will not be held liable.

4.1.1 CONTRACTED ROOM.

Nights	Fri 20	Sat 21	Sun 22	Mon 23	Tue 24	Wed 25	Thu 26	Fri 27	Sat 28
Regular Rooms (Contracted)	6	6	6	27	27	27	27	6	Check Out
Jr. Suites (Contracted)	0	0	2	13	13	13	13	1	Check Out

Check-in: **20 August, 2010**

Checkout: **28 August, 2010**

Total **contracted** rooming nights estimated: 187

4.2 LOCATION OF ROOMS. All lodging rooms shall be located, preferably, on a single floor; however no room shall be lower than floor 2 or higher than floor 8 and shall be, as much as possible, in close proximity to one another.

4.3 SATTELITE CHECK-IN. The contractor shall provide a private room for the participants to check-in. This room shall have chairs and/or sofas for the personnel to seat while they wait to be attended.

5. MEALS GENERAL. The contractor shall provide under the contract three (3) meals a day in accordance with the chart below for conference participants. All meals shall consist of three courses to include any non-alcoholic beverage of choice with unlimited refills. All other participants will pay for their meals. The contractor shall honor the same price as that for meals under the contract. Contractor shall include all gratuities, surcharges, and fees. The Contractor shall provide a menu list, indicating the items to be served prior to contract being awarded.

5.1 BREAKFAST, LUNCH AND DINNER. Contractor shall provide the meals in a private area, during conference days. Contractor shall serve buffet style or plated, whichever is most advantageous to the U.S. government, except as indicated. Meals shall be plentiful and offer a variety of salads, hot dishes and desserts. Dinners shall be covered under the voucher system.

5.1.1 CONTRACTED MEALS

Meals	Mon 23	Tue 24	Wed 25	Thu 26	Fri 27
Breakfast		B (55)	B (55)	B (55)	B (55)
Lunch	B (40)	B (55)	B (55)	B (55)	B (55)
Dinner	Ice Breaker (61)	Welcome Dinner (61)	B (40)	Farewell Dinner (61)	

B= Buffet.

5.2 SCHEDULE. The hotel shall provide meals per the following schedule:

5.2.1 BREAKFAST. 0630 – 0800 hours (24-26 August, 2010)

5.2.2 LUNCH.

- (1) Tuesday, 24 August, 2010: 1130 – 1300 hours
- (2) Wednesday, 25 August, 2010: 1200 – 1330 hours
- (3) Thursday, 26 August, 2010: 1200 – 1330 hours

5.2.3 DINNER.

- (1) Tuesday, 24 August, 2010: Welcome Dinner
- (2) Thursday, 26 August, 2010: Farewell Dinner (Delivery)

5.3 BREAKS. Buffet style refreshment breaks shall be provided in close proximity to the main conference room and the administrative room. A permanent break consisting of pastries, fruit, sandwiches, coffee, tea, water, and sodas shall be served from **21-27 August, 2010** in the Administrative room, and a coffee, tea, water and sodas break from **24-26 August, 2010** in the Hospitality Suite. Permanent set up in the **Administrative Room** shall be constantly replenished at a minimum every hour on the hour as needed.

Breaks	Fri 20	Sat 21	Sun 22	Mon 23	Tue 24	Wed 25	Thu 26	Fri 27	Sat 28
Permanent set (coffee, Tea, water, soda) Pastry, Sandwich and Fruits service to coincide w/coffee breaks		(A) Set-Up by 1200 hours	(A) X	(A) X	(A)(H) Set-Up by 0800 hours	(A)(H) X	(A)(H) X	(A)(H) X	
Morning Break (coffee, Tea, water, soda) Pastry and fruits					(C) 0930 hours	(C) 0930 hours	(C) 0930 hours		
Afternoon Break (coffee, Tea, water, soda) Sandwich and fruits					(C) 1415 hours	(C) 1445 hours			
End of Day Break (juice, coffee, Tea, water, soda)					(C) 1700 hours				

A= Admin Room Only (10 Persons), H= Hospitality Suites (6 Persons), C= Conference Room Area (50 Persons)

5.3.1 BREAK TIMES.

(1) *AM Morning break:* Set up shall be placed in the main conference room area on Tuesday, 24 August, 2010 by **0930 hours**; on Wednesday, 25 August, 2010 by **0930 hours**, and on Thursday, 26 August, 2010 by **0930 hours**.

(2) *PM Afternoon break:* Set up shall be placed in the main conference room area, on Tuesday, 24 August, 2010 by **1415 hours** and on Wednesday, 25 August, 2010 by **1445 hours**.

(3) *End of Day Break:* Break shall include filtered iced drinking water, soft drinks, coffee, tea, sodas and juice. Set up shall be placed to the main conference room area on Tuesday, 24 August, 2010 by **1700 hours**.

5.4 ICE BREAKER. The Ice Breaker will commence at 1900 until 2100 hours on **23 August, 2010, for 61 participants**. The contractor shall provide white, red wine and whiskey with a two

drink limit per person, and typical Colombian heavy hors d'oeuvres of five (5) pieces per person. Location of the Ice Breaker shall be in a separate room.

5.5 WELCOME DINNER. The Welcome Dinner will commence at 1900 until 2200 hours on **24 August, 2010, for 61 participants.** This shall be a buffet dinner. The hotel shall provide two (2) different menus for selection no later than **1 July, 2010.** Selection of the menu shall be made no later than **1 August, 2010** and provided to the contactor. This dinner shall be delivered and catered at the "Escuela Militar de Cadetes" located at 80 Street No. 38-00 and the phone number there is 011-571-437-7777. The contractor shall be in a separate room. The contractor shall include all table and chair cloth decorations, and table center pieces.

5.6 FAREWELL DINNER. Farewell Dinner will commence at 1900 until 2200 hours on **26 August, 2010, for 61 participants.** This shall be a buffet dinner. The hotel shall provide two (2) different menus

6.0 REQUIREMENTS TRASLATION/INTERPRETATION.

6.1 EQUIPMENT. This details the onsite Translation and Interpreter Equipment and Services, which the contractor shall provide under this contract.

6.1.1 Contractor shall be responsible for providing any and all equipment, which would customarily be required for quality simultaneous interpretation.

6.1.2 The contractor shall provide technical support for immediate correction of any malfunction, to ensure uninterrupted service for the conference.

6.1.3 The contractor shall pre-test all equipment prior to the conference set up and daily pre-test the equipment prior to the conference beginning and correct any malfunction as needed.

6.1.4 USSOUTHCOM does not provide security for the contractor's equipment. The contractor shall be responsible for the security/safeguarding and accountability of his equipment brought to and used during this conference.

6.1.5 Contractor shall be responsible for providing any and all equipment required in order to record all proceedings at this conference in a Compact Disc (CD) to the Contracting Officer Representative (COR).

7. DESCRIPTION OF SERVICES. The equipment shall be provided for the main conference room. The Contractor shall provide on-site personnel for set-up and operation of equipment and shall immediately respond to any trouble situation, which may occur. Replacement parts, supplies, and equipment shall be immediately available so that no interruption of the Conference occurs as a result of equipment failure.

7.1 MAIN CONFERENCE ROOM.

7.1.1 SIMULTANEOUS INTERPRETATION.

- (1) One (1) Radio Transmitter
- (2) Fifty (50) wireless receivers for interpretations.
- (3) Fifty (50) headsets
- (4) Interpreter booths/ cabins fully equipped to accommodate the number of interpreters as per paragraph 4.3.

7.1.2 MULTIMICROPHONE SYSTEM.

- (1) Twenty (20) Conference Room Parliamentarian Microphones with OFF/ON switch and LED light.
- (2) Installation/assembly of equipment and Technician required during the period of the conference.

7.1.3 CONFERENCE AUDIO RECORDING. The Contractor shall record all the precedence audio and provide a copy at the end of the conference to the COR.

NOTE: All cabling, equipment, installation, set-up & dismantling required to carry out the project shall be provided by the contractor.

8. TRANSLATION AND INTERPRETATION SPECIFIC REQUIREMENTS: This PWS details the translation and interpretation services that the contractor shall provide for the “VI CENTAM Regional Intelligence Conference” (CRIC) on **23-27 August, 2010** at Bogota, Colombia. These services shall be available on-site during the Conference prior to and after the conference, if required.

8.1 INTERPRETATION. The contractor shall provide simultaneous interpretation into two (2) languages (English and Spanish) on **23-27 August, 2010**. Overtime rates will be provided by the contractor.

NOTE: Interpreters must have experience working with US SOUTHCOM or another Federal Agency, and thorough knowledge of politico- military terminology, counter drug (CD), counter terrorism (CT) and information technology.

8. 2 TRANSLATION.

- (1) Translators shall provide English/Spanish and Spanish/English language translation of written documents, utilizing Microsoft WORD and POWERPOINT from **23-27 August, 2010 and prior to the conference via email.**
- (2) Translators will be paid a daily rate during the conference, with a sliding work schedule to be determined by the COR. **Overtime rates will be provided by the contractor.**
- (3) **Daily rates quoted should be inclusive of all costs. The translators must have experience working with US SOUTHCOM or another Federal Agency, and thorough knowledge of politico- military terminology, counter drug (CD), counter terrorism (CT) and information technology.**

(4) Translators can expect to translate 15-20 slides/day and one 10 page document on the last day of the conference

8.3 REQUIREMENTS. Contractor shall provide enough translators and interpreters from **23-27 August, 2010** to meet the following requirements:

(1) Main Conference Room: Two (2) languages

(1) Bilingual English - Spanish- English interpreters

(2) Administrative Support Room: Two (2) translators of documents

(1) Translator English -Spanish

	Mon 23	Tue 24	Wed 25	Thu 26	Fri 27
Interpreters: (2)					
1. Main Conference Room:					
English-Spanish		0700-1800 hours	0700-1800 hours	0700-1800 hours	0700-1800 hours
Translators: (2)					
English-Spanish	0700-1800 hours	0700-1800 hours	0700-1800 hours	0700-1800 hours	0700-1800 hours

8.4 ADDITIONAL REQUIREMENTS. Contractor shall insure that all its personnel arrive by **22 August, 2010** and leave on **28 August, 2010**. Contractor shall insure that all personnel stay at the hotel where the conference will be held.

9. EVALUATION.

Selection shall be based on best value to the government based on price and other non cost factors. Non cost factors include past performance, which includes:

- a. Previous experience with multilingual conferences
- b. Knowledge of military, counter drug (CD), and counter terrorism (CT) terminology, and information technology.
- c. Non cost factors are considered more important than price. Contractors will provide references and/or supporting information of non cost factors when submitting quote.

10. INSTALLATION OF EQUIPMENT. Installation of all equipment according to the floor plan designated to support conference. Floor plan shall be provided by executive conference coordinator **NLT 1500 hours on 22 August, 2010.**

11. MAINTENANCE. The Contractor shall ensure that all equipment and services are in proper working order throughout the rental period. All scheduled maintenance shall be performed prior to the start of this contract. Any unscheduled maintenance or breakdowns shall be corrected immediately or they shall be substituted.

12. TECHNICAL SUPPORT. Full technical support shall be available onsite during operation hours.

13. TESTING OF ALL EQUIPMENT. Contractor shall install and be ready to conduct a full communications test of all equipment/systems by **1700 hours on 23 August, 2010.**

14. REMOVAL OF EQUIPMENT. Contractor shall remove all equipment no earlier than **1700 hours on the 26 August, 2010** at Bogota, Colombia.

15. CONFERENCE HOURS. Conference hours are from **0730-1800 hours** with one (1) hour for lunch.

16. APPLICABLE INFORMATION. The Government may change or cancel requirements, up to twenty-four (24) hours before commencement of Conference without penalty. The Government may request additional equipment/personnel at any time and contractor will give the Government priority on all equipment/personnel under the terms of any resulting contract. The Government shall only pay for personnel and equipment used.

17.0 ADDITIONAL INFORMATION.

17.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR). The Contracting Office will designate a representative (COR) to 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.

17.2 CANCELLATIONS/ ADDITIONS. The Government may change the number of rooms required with a 24-hour notice with no penalty. The Government will only pay for actual services received.

17.3 CHANGES TO CONTRACT. The only person authorized to make changes to the contract is the Contracting Officer. Failure to clear changes to the contract with the Contracting Officer will result in Contractor not receiving compensation for costs incurred.

17.4 PRICE QUOTES. Quotes shall be submitted in English. Prices shall include local taxes, and other costs. Contractor may submit quotes in U.S. Dollars or local currency.

17.5 INVOICE INFORMATION. All invoices submitted for payment shall be in English. Invoices must have all required information as described by the Contracting Officer.