

October 11, 2017

Subject: Request for Quotations number PR6803554

Enclosed is a Request for Quotations (RFQ) for the purchase of Green Dogs. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to SarmientoN@state.gov or RamirezGS@state.gov by the date and time stated in the attached solicitation. No quotations will be accepted after this time.

In order for a quotation to be considered, you must adhere to all the solicitation instructions and provide all information in the required format.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions if it is in the best interest of the Government to do so.

Sincerely,

 Gomez, Olga L
2017.10.11
10:25:50
-05'00'

Olga L. Gómez
Contracting Officer

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

RFQ Number PR6803554

TABLE OF CONTENTS

Section 1 - The Schedule

- Standard Form 1449 (SF-1449), “SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS”
- Continuation To SF-1449, RFQ Number PR6803554

Section 2 - Contract Clauses

Section 3 - Solicitation Provisions

Section 4 - Evaluation Factors

Section 5 - Representations and Certifications

List of Solicitation Attachments:

Attachment 1 – Price Schedule

Attachment 2 – Technical Specifications

SECTION 1 – THE SCHEDULE

Continuation to SF-1449, RFQ Number PR6803554, Schedule, Block 20

1.0 TYPE OF CONTRACT

This is a firm-fixed price purchase order for the commercial items described below. The price includes all direct and indirect costs, overhead, general and administrative expense, profit, shipping/delivery charges, insurance, assembly, etc. The price will not be subject to adjustment after award. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of completing the contract. The Government will not adjust the contract price due to fluctuations in the cost of contract performance or due to fluctuations in exchange rates.

This is a firm-fixed- price (FFP) purchase order

Note: Local vendors will be paid in Colombian pesos (COP) and US firms will be paid in US dollars (USD).

2.0 PRICES

Refer to Attachment 1 for a complete list of required products.

VALUE ADDED TAX

Value Added Tax (VAT) or Impuesto a las Ventas (IVA)

The Contractor will not be reimbursed VAT or IVA under this contract by the USG, as described in the tax relief procedures as follows:

TAX RELIEF PROCEDURES

(a) General. This clause supplements FAR 52.229-6, Taxes – Foreign Fixed-Price Contracts (Reference 29.402-1(a)). The prices set forth in this contract are exclusive of all taxes and duties from which the U.S. Government is exempt by virtue of agreement between the U.S. Government and the Government of Colombia.

(b)(1) Procedures. The Contractor shall follow the procedures in paragraph (c) of this clause regarding tax relief as provided in the agreement between the U. S. Government and Colombia. The diplomatic tax privilege belongs to the U.S. Government, and applies to taxes and duties payable to Colombia that are directly attributable to contract costs identified in paragraph (c) as subject to exemption, e.g., taxes or duties levied by Colombia on labor and materials that are applied to or utilized in performance of this contract.

(2) The procedures in paragraph (c) are based on the current local tax relief agreement between the US Government and Colombia and are subject to change.

(c) The following procedures are included in, or are derived from, the agreement negotiated with Colombia and are hereby incorporated into this clause:

“Any quotation, invoice or bill to be submitted to the USG/INL Colombia for payment of cost incurred under this contract should reflect zero value concerning VAT or IVA (Impuesto a las Ventas). Upon contract award, the Office of INL Bogota will issue an exemption letter (Exencion de Impuesto) to the awardee to be presented to the Government of Colombia for any claim that may arise during the performance of this contract. The awardee, not the USG will coordinate directly with the Government of Colombia on any VAT or IVA matter under this contract”.

(d) Remedies. The Government may impose the following remedies in the event the Contractor fails to follow the procedures outlined in paragraph (c) of this clause. These actions are in addition to any other remedies available to the Government:

(1) The Contracting Officer may suspend contract payments in accordance with the procedures at FAR 32.503-6(a)(1).

(2) The Contracting Officer may terminate the contract for default in accordance with the procedures at FAR

Subpart 49.4.

(3) The Contracting Officer may refer the case to the agency suspension and debarment official, in accordance with agency procedures, pursuant to FAR Subpart 9.4.

(e) Audit. The Contracting Officer shall have the right to examine and audit all records and other evidence regarding the Contractor's compliance with the requirements of this clause.

3.0 REQUIRED PRODUCTS / SERVICES

Refer to Attachment 1 for a complete list of required products.

4.0 DELIVERY AND MARKING INSTRUCTIONS

All dogs must be delivered as soon as possible, but not later than thirty (30) calendar days after receipt of order (ARO) to the following location

Upon completion of inspection, USG-approved or pre-selected dogs shall be delivered by terms stated below.

4.1 Delivery to the Colombian National Police Canine Academy

The delivery of thirty-two (32) canines must be schedule within five (5) calendar days after the dogs are approved through the pre-selection inspection process. If the delivery is not possible within five (5) working days, the USG reserves the right to terminate from the order the equal number of dogs unable to be delivered in time.

Delivery point: Colombian National Police Canine Academy, this academy is located in Facatativa, Cundinamarca, at Km 5 Antigua via la Vega, Vereda Mancilla Facatativa)

4.2 Delivery to Peru and Mexico

Once the training is finished, the vendor is responsible to pick the dogs up at Colombian National Police Canine Academy in Facatativa and coordinate with ICD Advisor and POC in INL Peru and INL Mexico the delivery date to these countries.

- Three (3) dogs shall be delivered to Peru
- Twenty-nine (29) dogs shall be delivered to Mexico.

Vendor is responsible to take care of the dogs properly until the dogs are shipped to Peru and Mexico. The contractor shall deliver the dogs with their kennels, dog collar, leash and muzzle.

The contractor shall ensure that canines are prepared for safe shipment and shall include all necessary export approvals, licenses, and paperwork. Price must include delivery to the above-mentioned address and compliance with all applicable export licensing requirements. If an export license is required, the canine shall not be shipped until necessary export license is received.

Improperly done (marked, packaged, missing documents, etc.) shipments may be rejected by the Government and returned at the Contractor's expense.

Required documentation:

- a. Canines profile and records: At the time of delivery, the vendor shall provide an excel chart including the name of the dog(s), photo, ID microchip number, etc. as shown below.

INL Canine Check List/Lista de chequeo para caninos de INL										
Item	Name/Nombre	Photo/Foto	Chip No.	Breed/Raza	Age on months/Edad en meses	Weight Pound/Peso libras	Size cms/Talla cms	Sex/Sexo (F/M)	Destination /Destino	Medical records notes (Copy of records enclosed)/ Notas medicas (copia de anotaciones medicas y records incluidas)
1	Laika		1000044666	Labrador	12	43	60	F	Guatemala	*Radiografias, vacunas, exámenes de laboratorio, exámenes especializados, etc
2	Lassie		1000044668	Belga mallinois	12	60	70	M	Honduras	*Radiografias, vacunas, exámenes de laboratorio, exámenes especializados, etc ****pendiente radiografia de cadera

- b. Copy of medical records for each dog or Veterinarian Health Check required for transportation.
 c. Current vaccination records: distemper, hepatitis, parvoviruses, leptospirosis, canine cough, coronavirus and rabies.
 d. Hepatic test (Gpt got) renal profile: buncreatinina, hemoparasite (ehrlichiosis, hemobartonella, babesia, and dirofilaria), CBC, dogs need be deloused. Include in the stool tests or fecal examination by flotation and sedimentation.
 e. Current health certificate administered by a licensed, board-certified veterinarian (assumed by the provider) which includes and addresses the requirements above.
 f. Health certificates and certifications required by the airlines to permit dogs to be shipped by air.
 g. Current x-rays of the pelvis and hip area and the elbow of each forequarter.
 h. Scorebooks: copy of certificates of evaluation and follow up from dogs

Vendor is responsible to find out all required documentation for importation into Mexico and Peru.

REQUIRED DOCUMENTATION FOR IMPORTATION INTO MEXICO

The following documentation shall be provided with each canine at time of acceptance:

NOTE: Vendor must review the SENASICA website www.gob.mx/senasica for any changes or updates prior to delivery

The health certificate in original and in simple copy, issued by an official veterinarian from a competent authority, or by a veterinarian particularly from the country of origin or country of export that indicates as follows:

1. - Name and address of the exporter and importer.
2. - That the animal or animals have been immunized against rabies, showing the application date of vaccination and validity thereof, animals younger than 3 months old are exempt from this requirement.
3. - That have been subjected to treatment against ectoparasites and endoparasites in a period not over six months of its application.
4. - That in the inspection prior its exports, animals are clinically healthy and ectoparasites-free.
- 5.- For the case of animals from Mexico, they are exempted from showing the health certificate if for the pet exporting the animal Health Certificate of Mexican Exporting was issued, as long as the date thereof does not exceed 6 months of its issuance and complies with number 2 herein.

Other requirements to be complied in the Animal and Plant Health Inspection Service {OISA, due to its Spanish acronym) upon the presentation of the Bill of Lading:

- 6.- The Official Veterinarian of Animal will carry out a document verification and physical inspection, which should include the revision of mucous membrane (oral, nasal and conjunctival), natural orifices, ears, fever, folds, skin and coat in order to rule out the presence of ectoparasites and infections, tumors or skin wounds. Otherwise a veterinarian will be required upon the importer's choice to provide the corresponding treatment; once the prior is done the animals are admitted.
7. - In case the animal shows skin wounds and / or infections in the skin like scabs, dermatomycosis, dermatophilosis, alopecia or similar conditions, the animal will be rejected.
8. - The official veterinarian of the Animal will carry out a spray disinfection to animals' transporters which should be shown cleaned.
9. - It is not allowed to admit beds and similar materials that come along with animals. It is only allowed the admission of the daily feed ration considered for the arrival date in addition to collar, leash and muzzle.
10. - When is not shown in the Health certificate as established for rabies vaccination, a vaccination record or documentation (original and copy) will be accepted including vaccination date, the type of vaccination used and its validity, and current application date. The official veterinarian of Animal will only keep the copy after comparing it.
11. - The health certificate issued by a private veterinarian should be issued on letterhead, with the professional license number or photocopy thereof (or its equivalent). In case of presenting health certificates in official formats, these should be duly signed and sealed by official personnel of the country of origin or export.
12. - This HRZ only applies for domestic dogs (*Canis lupus familiaris*)
13. - The compliance of established herein does not exempt the importer from showing documents, complying with paperwork and/or procedures required by other authorities.

5.0 INVOICING INSTRUCTIONS

The Contractor must submit invoice(s) for payment once product(s) and/ or service(s) are received by Government. No advance payments are allowed.

The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this order 30 days after receipt the invoice.

The Contractor must submit invoice(s) for payment via electronic invoice:

Electronic Invoice(s) via PDF File

The contractor must send an electronic copy of invoice(s) to the following e-mail address:

BogotaFactura@state.gov

The PDF File must be marked as follows: **PR Number Company Name**

For example: PR6684462_ABCShipping.pdf

The subject of the email must be exactly the same as the electronic invoice file name: **Subject: PR Number_Company Name**

Vendors may request a payment status update directly from the Financial Management Center by emailing BogotaPS@state.gov beginning 30 days after submitting an invoice for payment.

A proper invoice must include the following information:

1. Contractor's name and bank account information for payments by wire transfers;
2. Contractor's name, telephone, and mailing address;
3. Invoice date and number;
4. Procurement Request Number (PR);
5. Prompt payment discount, if any
6. Description, quantity, unit of measure, unit price, and extended price of property delivered or services performed;
7. Name, title, phone number, and address of person to contact in case of defective invoice.
8. Identification as "Original Invoice." Any copy of an Original Invoice should be marked "Copy of Original Invoice" with a sequential number (1st, 2nd, 3rd, etc.).

Note: If an invoice does not comply with the above requirements, the Embassy reserves the right to reject the invoice as improper and return it to the Contractor within seven (7) calendars days. The Contractor must then resubmit a proper invoice.

6.0 INSPECTION AND ACCEPTANCE

Unless otherwise specified at the delivery order level, inspection and acceptance of supplies to be delivered under this contract shall be made at destination by the Contracting Officer (or an authorized representative appointed in accordance with DOSAR 652.242-70).

The USG will perform final acceptance when the thirty-two (32) dogs are ready to be delivered to Peru and Mexico. After final acceptance, the vendor may invoice for the number of canines delivered.

6.1 DOGS

Prior to final delivery, all dogs will be inspected and approved by the USG, and must conform to the specifications outlined in this document. To optimize and control the quality and level of dogs that are received, the USG will request Colombian National Police a canine expert from its Canine Academy to review all dogs in a pre-selection process to ensure that the dogs meet the minimum requirements of this contract.

PRE-SELECTION OF DOGS:

COR and a K9 instructor from Colombian National Police (CNP) will administer a series of standard tests, listed below, to determine whether each dog has the capability of fitting its intended purpose and make the final and exclusive determination as to the acceptability or unacceptability of each canine.

A. Physical Selection Tests

1.1. MAIN OBJECTIVES OF PHYSICAL SELECTION TEST.

- 1.1.1. Determine the impulses that every dog own will do the job, yes or not?
- 1.1.2. The likely problems that we will have during the training.

1.2. GRADING SYSTEM.

The canine must perform average, above average or excellent, in the following method tests.

- 1** = Excellent
- 2** = Average
- 3** = Minimum average
- 4** = Low average
- 5** = Poor

6 = Unacceptable

1.3. A DOG CANDIDATE MUST SHOW.

1.3.1. An intense obsession playing with objects (toys).

1.3.2. Having a stable character.

1.3.3. Overcoming obstacles with confidence.

1.4. STAGES OF PROOF OF SELECTION.

1.4.1. Temperament and character. (This stage is divided into 5 tests)

1.4.2. Prey. (Includes 5 tests and examination of perseverance)

1.4.3. Tests of conflicts. (This stage is divided into three tests)

1.4.4. Evaluation of critical impulses. (This stage is divided into two tests)

PRACTICAL PROCEDURES FOR THE COMPLETE TEST

1.5. FIRST STAGE: TESTING TEMPERAMENT AND CHARACTER.

1.5.1. GROUP: It takes place around several people to see how he responds, the dog should not be afraid or act aggressively towards people, should have a sociable and happy attitude in their behavior.

1.5.2. UMBRELLA: is evaluated as the dog reacts to the foreign object as follows: While the dog is standing in a passive state and is led by his guide, the instructor opens an umbrella suddenly and opposite, to see if the dog feels fear or if does not mind the strange object.

1.5.3. KNOCK: the dog is tested to see how it reacts to hear gun shots and the same at a distance of 50 feet behind/in front of him. We evaluated the sensitivity has the dog to noise, how it reacts and if so aggressively and also did not take importance to it, or it may happen that react with extreme fear.

1.5.4. SLIPPERY FLOOR: The dog must walk on tile or smooth floors to see if act with confidence in them; if the dog improves his behavior with exposure, then it is a problem of confidence and if no improvement then it is a problem of courage.

1.5.5. CONFINED SPACE: This test determined the sensitivity of the dog to move in confined areas.

1.6. SECOND STAGE. TESTING OF PREY:

This test consists of a series of releases with objects of different materials. The purpose of this test: Determining if the dog will hunt and play with foreign objects when you are physically comfortable. The dog is evaluated to see if one will also familiar objects or foreign objects (hard and soft) This test is very effective when carried out on a hill or near a stream.

A long strap 10 meter, 5 loot items: PVC, wood, copper, aluminum and rubber this equipment is used.

With the dog in a post line position: while is stimulated with a toy which is then released into the hill by the Instructor, the guide dog while holding the toy disappears from view dog and then let go without giving any order. Aspects to evaluate:

1.6.1. Alert: Dog intensity Looks (pulling line) while being pre stimulated and the object is released.

1.6.2. Speed: physical effort qualifies the dog going and climbing a hill (the way it moves)

1.6.3. Hunting: The way it looks for the object using the urge to sniff. Time is very important.

1.6.4. Bite: the tenacity and the way in which the object is bitten by the dog.

1.6.5. Perseverance: It works as follows: after making the 5 launches with objects, the handler returns to take the dog online and instructor encourages him with a wooden object, the instructor puts the wooden object under a heavy object (cement block, an old wooden trunk, etc.) and climbs above it, the loose guide dog without giving any order. Dog evaluated as follows: The hunting drive, natural dog indication (passive or aggressive) and while maintaining object trying to reach. Time is very important.

1.7. THIRD STAGE. CONFLICT TEST.

These tests are done after the test of perseverance, considering that the dog is tired, this test is divided into three tests. If the dog does not pass any of the tests of conflict will be discarded. The goal is to determine if the dog was conditioned to environmental or genetic impulses have to follow in order to reward.

1.7.1. WATER TEST: In this test we used a reward object of wood and a metal container with water, the guide takes the dog to the bowl of water and gives a bit of it, at least about 2 sips, then the Instructor wind is placed above water container to a distance not exceeding 3 meters, the instructor encourages the dog with wooden object and throws a foot back from the water, the loose guide dog without giving any order. Here the dog's desire is assessed to recover the object or also the desire that has to satisfy its thirst and not interested in the toy.

1.7.2. FOOD TEST: This test used a wooden object reward and a can of soft food. Like water proof follows the same steps, except that here it is not given to taste food. In this test the dog's desire is evaluated to go to recover the reward object or also not interested and the food is eaten.

1.7.3. TEST HANDLER: These tests used a wooden reward object and perform in a place nearby where the dog cannot enter the head and one can see the reward object. It is performed as follows: The Instructor gets behind the fence upwind and the guide is placed at a distance of 4 meters downwind fence; Instructor pre stimulates the dog and makes noise with reward object to draw the attention of the object can then reward placed at a distance of 25 inches from the fence and makes a side thereof at a time that will guide the dog to the fence where the object has been placed reward, then the guide back to where it was when the instructor encouraged the dog. Here in this test evaluated the intense interest in wanting to take the dog in order to reward no matter who is not the handler with him. We also note in this test if the dog goes where the instructor is or is going over the guide and is not interested in the subject of reward.

1.8. FOUR STAGE. CRITICAL DRIVES TEST.

This stage is divided into two tests: test long releases and online search.

1.8.1. LONG RELEASES: In this test we used a wooden reward object and perform in an area with tall grass or woods. The dog is evaluated for hardness by diving into the bush and the level of impulses to hunt and sniff.

1.8.1.1. The dog is kept online and stimulated.

1.8.1.2. The object is thrown into the brush.

1.8.1.3. The dog is kept online until the object is lost sight of.

1.8.1.4. The dog is released without orders.

1.8.2. SEARCH ONLINE: the dog is evaluated to determine the degree of trainability and sensitivity to the guide. This test describes the way the dog completes search commands when the guide is nearby.

Equipment needed: Toys, short leash, search area, (vehicles, buildings, pigeon house, offices, warehouses, etc.). The dog is stimulated with an object, and then placed the dog out of sight, standing in one location. A systematic search is then performed.

B. Medical Tests:

A complete medical examination of each canine will be administered by the USG veterinarian as part of the inspection. The offeror, prior to the inspection, will provide to the USG veterinarian the following documentation:

- **Complete Orthopedic Foundation of America (OFA) quality Radiographs,** periodontal process, vaccination records, ophthalmic and neurological certification, electro and eco cardiograms issued by a veterinarian, shall be provided with the canine at the time of the medical test to USG veterinarian to ensure that the bones, gait joints, muscles, teethes, heart, eyes, skin and neurological system are healthy. In the case of Colombian local vendors the radiographs and certification must be certified by The “Club Canino Colombiano” or for affiliated hospitals to this entity (certificates must be providedThe following applies to:
- **Limbs/Joints:** Any condition of the bones, joints or muscles that will hamper or restrict the normal performance of duty will be disqualifying, i.e. hip or elbow dysplasia, degenerative joint disease, arthritis, or chronic lameness, fractures that are unhealed and/or healed fractures which may restrict normal performance of duty, ligament or tendon damage and muscular deficiency.
- **Gait:** Any canine displaying any gait abnormality, which could affect the canine’s ability to perform normal duty, shall be disqualified.
- **Teeth/Jaws review:** All canines must have normal dental occlusions. There shall be no evidence of canine teeth (all four) weakened by notching, enamel hypoplasia, or abnormal wear. Oral infection or excessive periodontal disease may be disqualifying.
- **Heart/Lungs review:** The canine’s heart rate sounds, and rhythms must be normal. Cardiovascular and respiratory system, in general, must be normal at rest and upon exercise. Current heartworm disease is disqualifying.
- **Basic ophthalmic review:** to check that eyes are healthy without alterations on eyelids, conjunctiva, lacrimal system, cornea, sclera, lens, anterior uveal tract and orbit, if an evidence of occurrence may be disqualified.

- **Skin/Coat review:** Skin and coat should be healthy and not have any evidence of chronic dermatitis, allergies, infections, injuries or parasite infections.
- **Neurological system review:** The canine neurological system must be normal if showing any symptoms or alteration evidence may be disqualified.

A veterinarian designated by INL will perform a full physical examination including x-rays to verify that the canine complies with the preceding physical and medical requirements.

In general, all canines acceptable for purchase must be, as determined by the USG, in excellent or exceptional health with no acute or chronic disease or condition. At the time of evaluation, each canine must be determined by the USG to be medically able to enter service.

The COR will certify in writing which dogs, those who have met all inspection criteria stated above, are approved for delivery.

6.2 KENNELS AND FOOD & WATER CUP

- Meet with all specification in the Technical Specifications section 1.2.
 - Material: high-impact rigid plastic, wood or metal.
 - Sizing. For international travel, pet travel crates or kennels are required to be the pet's length + half their leg, providing plenty of room in front and back of your pet. IATA requires height to be tall enough so that the dog's ears cannot touch the top of the kennel while they are standing. Pets must be able to turn around and lie down comfortably.
 - Single Metal Door. Many airlines (although not all) require that the travel kennel door be in a single whole metal piece.
 - Air Holes. For international travel, air holes are required on all four sides, at least halfway on each side of the dog travel crate.

6.3 LEATHER DOG COLLAR AND LEASH

- The material must be leather
- Meet with MIL-C-116, see specification in the section 2.3.

7.0 INL SOURCE-NATIONALITY RESTRICTIONS

(a) Except as may be specifically approved by the contracting officer, the contractor must procure all commodities (*e.g.*, equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR part 228 "Rules on Procurement of Commodities and Services Financed by USAID." Guidance on eligibility of specific goods or services, and applicable INL waivers, may be obtained from the contracting officer.

(b) *Restricted goods*. The contractor must obtain prior written approval of the contracting officer or comply with required procedures under an applicable waiver as provided by the contracting officer when procuring any of the following goods or services:

- (1) Agricultural commodities;
- (2) Motor vehicles;
- (3) Pharmaceuticals and contraceptive items;
- (4) Pesticides;
- (5) Fertilizer;
- (6) Used equipment; or
- (7) U.S. Government-owned excess property.

If the contracting officer determines that the contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the contracting officer or fails to comply with required procedures under an applicable waiver as provided by the contracting officer, and has received payment for such purposes, the contracting officer may require the contractor to refund the entire amount of the purchase.

8.0 NONPAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

9.0 STANDARDS OF CONDUCTS

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity at all times and shall be responsible for their employee's performance and the quality of the employees' services. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the U. S. Government. The U.S. Government reserves the right to direct the Contractor to remove an employee from performance under this contract for failure to comply with said standards of conduct. The Contractor shall immediately replace such an employee at no additional cost to the Government.

10.0 SAFEGUARDING INFORMATION

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The

Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

The Contractor, or anyone acting on its behalf, shall not refer to the supplies, services, or equipment furnished under this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer (CO).

11.0 CONFIDENTIALITY CLAUSE

The Contractor and its employees shall exercise the utmost discretion concerning all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract, which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer

All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use and become the exclusive property of the Policía Nacional de Colombia (CNP). Furthermore, no article, book, pamphlet, email, recording, broadcast, speech television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

Likewise, the CONTRACTOR must be committed under a confidentiality agreement signed with the National Police, that the information provided may not be partially or totally disclosed to third parties, nor used for purposes other than the development of the contract. Likewise, the CONTRACTOR shall ensure the care, confidentiality and correct use of the information delivered and generated during the execution of the contract, as well as of the elements that the National Police makes available for its execution

12.0 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. For the purpose of this clause, a written commitment by the Contractor is limited to the quotation submitted by the Contractor, and to specific written modifications to the quotation. Written commitments by the Contractor are further defined as including (1) any warranty or representation made by the Contractor in a quotation as to hardware or software performance; total systems performance; and other physical, design, or functional characteristics of equipment, software package or system, or installation date; (2) any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above, made in any publications, drawings, or specifications accompanying or referred to in a quotation; and (3) any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal revision to the quotation.

13.0 WARRANTY NOTIFICATION

Contractor is responsible to provide the following guarantee on all dogs selected:

- General Health: 100% healthy, the dogs shall be free of any genetic defects or debilitating medical conditions unrelated to improper utilization or training for a period of (12) twelve months from the date of acceptance.
- Skeletal Health: If a skeletal, bone, joint, muscle or tendon and ligament problem is detected within the first twelve (12) twelve months after date of acceptance.
- Genetic or hereditary diagnosed: during the first twelve (12) twelve months after acceptance.

RFQ Number PR6803554

- Neurological condition: If any neurological problem is detected during the first twelve (12) months after acceptance.
- Failure of workability/compatibility: within first (6) six months after acceptance.

If any of the above conditions occur, the vendor shall replace any defective dogs including airline transportation at no cost to the USG. USG will provide a supporting veterinarian record of diagnosis for vendor's veterinarian review.

The USG reserves the right to exchange or return a dog within one hundred twenty (120) days of receiving the dog if, during the training, the students, handlers, or the licensed veterinarian recommended. In the case of exchanges or returns, the vendor will have five (5) working days to provide an acceptable replacement dog delivered to Colombian National Police Canine Academy at Facatativá (Escuela de Guías y Adiestramiento Canino de la Policía Nacional, Km 5 Antigua vía la Vega, Vereda Mancilla Facatativá). If the vendor is unable to comply with the exchange request, INL will reduce the quantity on the purchase order to the exact quantity of effective working dogs received.

14.0 ORGANIZATIONAL CONFLICT OF INTEREST – GENERAL

(a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

(c) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

SECTION 2 - CONTRACT CLAUSES

I. FAR 52.252-2 -- Clauses Incorporated by Reference (Feb 1998)

This purchase order incorporates the following 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 address:

FAR and DOSAR clauses may be accessed at: <https://acquisition.gov>

NUMBER	TITLE	DATE
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-18	Commercial and Government Entity Code Maintenance.	JUL 2016
52.212-4	Contract Terms and Conditions—Commercial Items.	JAN 2017
52.225-14	Inconsistency Between English Version and Translation of Contract.	FEB 2000
52.229-6	Taxes -- Foreign Fixed-Price Contracts	FEB 2013
52.232-24	Prohibition of Assignment of Claims	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999
652.247-70	Notice of Shipments	FEB 2015
652.247-71	Shipping Instructions	FEB 2015

II. Applicable Clauses Provided in Full-Text**FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2017)**

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

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

- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved]
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ___ (10) [Reserved]
- ___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
___ (ii) Alternate I (Nov 2011) of 52.219-3.
- X (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
___ (ii) Alternate I (Jan 2011) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
___ (ii) Alternate I (Nov 2011).
___ (iii) Alternate II (Nov 2011).
- ___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-7.
___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).
___ (ii) Alternate I (Nov 2016) of 52.219-9.
___ (iii) Alternate II (Nov 2016) of 52.219-9.
___ (iv) Alternate III (Nov 2016) of 52.219-9.
___ (v) Alternate IV (Nov 2016) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

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

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

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

___ (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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

___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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

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

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

___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

___ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

___ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

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

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

___ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

- ___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- ___ (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X** (51) 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).
- ___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X** 52.228-3, WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014) The Offeror shall include DBA insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at:
<http://www.dol.gov/owcp/dlhwc/lscarrrier.htm>
- ___ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X** (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
- ___ (62) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (11) 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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- (xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 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)

FAR 52.211-8 -- Time of Delivery (Jun 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
001-040	ATTACHMENT 1	No later than thirty (30) calendar days after receipt of order (ARO)

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

- (1) five calendar days for delivery of the award through the ordinary mails, or
- (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

RECRUITMENT OF THIRD COUNTRY NATIONALS (TCNs) FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS

- 1. Where contracts exceeding \$150,000 will require the recruitment of TCNs, the offeror is required to submit a **Recruitment Plan** as part of their proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.
- 2. Recruitment Plans must:

- a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.
 - b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.
 - c. State in the offer that the recruited employee will not be charged recruitment fees. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State contracts.
 - d. Recruitment fees include but are not limited to the following fees, charges, or costs:
 - i. for soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, or placing potential employees;
 - ii. for covering the cost, in whole or in part, of advertising;
 - iii. for certifying labor applications;
 - iv. for processing petitions;
 - v. for visas and any fee that facilitates an employee obtaining a visa such as appointment and application fees;
 - vi. for government-mandated costs such as border crossing fees;
 - vii. for procuring photographs and identity documentation, including any nongovernmental passport fees;
 - viii. fees charged as a condition of access to the job opportunity, including procuring medical examinations and immunizations and obtaining background, reference and security clearance checks and examinations; and
 - ix. for an employer's recruiters, agents or attorneys.
 - e. Any fee, charge, or cost may be a recruitment fee regardless of whether it is deducted from wages, paid back in wage or benefit concessions, paid back as a kickback, bribe or tribute, remitted in connection with recruitment, or collected by an employer or a third party, including but not limited to agents, recruiters, staffing firms (including private employment and placement firms), subsidiaries/affiliates of the employer and any agent or employee of such entities.
 - f. Recruitment fees included by the prime contractor in the contract price must be allowable by country law, allocable to the contract based on benefit to the program, and reasonable based on what a prudent businessperson would pay for similar expenses and charges. The reasonableness of recruitment fees should be assessed based on the reasonableness of the individual components.
 - g. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.
 - h. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
 - i. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.
3. The offeror will submit a **Housing Plan** if the contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes. Contractor shall comply with any Temporary Labor Camp standards contained in their contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:
 - a. Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents or passports. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation.
 - b. Contractor shall provide employees with signed copies of the/their employment contracts that define the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. Contracts must be provided prior to employee departure from their countries of origin. Fraudulent recruiting practices, including deliberately misleading information, will be considered a material breach of this contract.
 - c. Contractor shall provide all employees with the Department's "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/j/tip> or from the Contracting Officer.
 - d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer's Representative.
 - e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the TCNs being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHOTLINE@STATE.GOV.
 - f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers who have traveled from other countries for contract performance except an employee legally permitted to remain in the country of work and who chooses to do so; including an employee who is a victim of trafficking seeking victim services and/or legal redress in the country of employment and/or is a witness in a trafficking-related enforcement action.
 - g. Contractor shall monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.
 - h. The contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country nationals for subcontractor performance.
5. For contracts or subcontracts other than commercially available off the shelf items with performance overseas valued at \$500,000 or more, offerors will certify with the submission of their proposal and

annually thereafter that the contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent human trafficking and to comply with the provisions of this clause. The certification will confirm that, to the best of its knowledge and belief of the signatory, neither the prime nor subcontractor have engaged in any trafficking related activities, including the procurement of a commercial sex act during the period of the contract, the use of forced labor in the performance of the contract, acts that support trafficking in persons such as destroying or confiscating employees' documents or failing to provide return transportation, soliciting employees by use of fraud or charging recruitment fees or providing sub-standard housing described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause.

SECTION 3 - SOLICITATION PROVISIONS

I. FAR 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):

FAR and DOSAR clauses may be accessed at: <https://acquisition.gov>

NUMBER	TITLE	DATE
52.204-16	Commercial and Government Entity Code Reporting.	JUL 2016
52.212-1	Instructions to Offerors—Commercial Items.	JAN 2017
52.214-34	Submission of Offers in the English Language.	APR 1991

II. 652.206-70 Advocate for Competition/Ombudsman (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting officer for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite1060, SA-15, Washington, DC 20520.

III. Addendum to FAR 52.212-1

1.0 QUESTIONS REGARDING THIS SOLICITATION

To be considered, all questions pertaining to this solicitation must be emailed to sarmienton@state.gov and ramirezgs@state.gov by **October 17, 2017 not later than 16:00 hours local time**. Questions received after this date and time may not be answered prior to the solicitation closing.

2.0. SUBMISSION OF QUOTATIONS

To be considered for award quotations must be submitted via email to sarmienton@state.gov and ramirezgs@state.gov. Quotations must be received by the Government, at the abovementioned email addresses, by **October 26, 2017 not later than 16:00 hours local time**. Quotations received after this exact date and time will not be considered for award. No other method of quotation submission is acceptable. Quotations received through other methods will not be considered for award.

3.0. QUOTE PREPARATION INSTRUCTIONS

To be considered for award, each quote must include:

- (a) Completed SF-1449 and Price Schedule (Attachment 1)
- (b) Include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Proposed Delivery Date. Complete and submit FAR 52.211-8 (Time of Delivery).
- (d) Product(s) Description. The Contracting Officer will evaluate products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

Include a technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary. Describe the terms if any express warranty.
- (e) Briefly describe your company's past performance providing items similar to the ones required in this solicitation. State the contract number, customer name, value of contract, and provide a brief description of the products delivered.
- (f) Representations and Certifications: Complete, sign, and submit all representations and certifications included in section 5 of this solicitation.
- (g) The quoter shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- (h) The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrrier.htm>

- (i) All Quotes must be valid for 90 days from the closing date for this solicitation. No exceptions or qualifications. New equipment ONLY, NO grey market or refurbished products. Items must be in original packaging, never used, and not altered in any way. Components of the requested equipment, to include memory, must be manufacturer-approved and may not be compatible, remanufactured, or refurbished equipment. All items must be covered by manufacturer's warranty and procured through a manufacturer approved distribution channel. Sellers must be able to document their ability to provide items through manufacturer approved distribution channels upon request.

The Seller confirms to have sourced all products submitted in this Quote from manufacturer-approved channels for Federal sales, in accordance with all applicable laws and manufacturer's current applicable policies at the time of purchase. Seller must be able to support both the product sale and product pricing, in accordance with applicable manufacturer certification / specialization requirements.

No partial shipments are permitted, unless otherwise specified by Contracting Officer at time of contract award.

SECTION 4 - EVALUATION FACTORS

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

- Award will be made to the lowest priced, technically acceptable, responsible quoter.
- The Government reserves the right to reject quotations that are incomplete, non-compliant with the terms of this solicitation, or that are unreasonably high in price.
- For evaluation purposes, the price will be determined by multiplying the offered prices times the quantities stated in the schedule, and arriving at a grand total, including all options, if any.
- To be considered for award, the offeror must possess a satisfactory record of past performance delivering similar products to the ones required in this solicitation. The Government will also consider the magnitude and scope of previous contracts.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1.
- Unless an exception in FAR 4.1102 applies, a quoter must be registered in SAM (www.sam.gov) in order to be eligible for award. If the quoter does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered quoter.
- The offer conforms to the requirements found within the solicitation and its attachments and provides the necessary information required within its contents.
- Responses to requirements include an approach that meets or exceeds minimum requirements.
- Submissions must include sufficient detail for effective evaluation and substantiation of stated claims.
- Submissions must provide convincing rationale for how requirements will be met.
- Responses to requirement do not rephrase or restate the Government's requirements.
- Meet the following technical specification for all canines:
 - Provide detailed list of technical specifications of dogs that contractor currently has in stock to offer. Such as:
 - Photo
 - ID Microchip number if available
 - Breed
 - Age on months
 - Weight
 - Sex
 - Size
 - Location

RFQ Number PR6803554

- Detailed specifications of the kennels.

- Meet delivery schedule: Contractors shall demonstrate that is able to deliver thirty two (32) dogs for training as soon as the pre-selection is done.

- Certifications: To be considered for award, offerors shall demonstrate that the company is authorized to supply and export dogs and shall provide Bureau Veritas Certification in ISO 9001:2015

FAR 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 U.S. Embassy Bogota exchange rate (<http://ice.cgfs.state.sbu/>) 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.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

I. FAR 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):

FAR and DOSAR clauses may be accessed at: <https://acquisition.gov>

NUMBER	TITLE	DATE
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications.	OCT 2015
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation.	Jan 2017
652.225-70	Arab League Boycott of Israel.	AUG 1999

FAR 52.212-3 Offeror Representations and Certifications—Commercial Items (JAN 2017)(DEVIATION 2017-01)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision—

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

Forced or indentured child labor means all work or service—

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

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

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

RFQ Number PR6803554

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

RFQ Number PR6803554

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

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

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

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

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

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

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

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

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

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

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

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

NOTE TO PARAGRAPHS (C)(8) AND (9): Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

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

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

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.:

Country of Origin:

(List as necessary)

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

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

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

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

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

Line Item No.	Country of Origin

[List as necessary]		

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

Other Foreign End Products

Line Item No.:
Country of Origin:

(List as necessary)

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

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

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

Canadian End Products:

Line Item No.

\$(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

Country of Origin

\$(List as necessary)

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

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

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

Line Item No.	Country of Origin
[List as necessary]	

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

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

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

Other End Products:

Line item No.	Country of origin
[List as necessary]	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated

country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

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

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

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

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

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

(1) *Listed end products.*

Listed End Products	Listed Country of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

RFQ Number PR6803554

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(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: _____.

RFQ Number PR6803554

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(2) *Representation.* The Offeror represents that—

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

RFQ Number PR6803554

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: _____ (or mark “Unknown”).

Predecessor legal name: _____.

(Do not use a “doing business as” name).

(s) RESERVED

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(End of provision)

Alternate I (OCT 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

 Black American.

_Hispanic American.

_Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_Individual/concern, other than one of the preceding.

(End of provision)

ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE

(a) The offeror certifies, to the best of its knowledge and belief, that it [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in FAR 9.501, which relates to the work to be performed pursuant to this solicitation. As used herein, "offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.

(b) If the offeror is aware of any such information, the offeror shall provide a disclosure statement as part of its proposal which describes in a concise manner all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror may have a potential organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict

(c) The Government will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to the Government, will be used to determine whether an award to the offeror may create an organizational conflict of interest. If an organizational conflict of interest is found to exist, the Government may

- (1) impose appropriate conditions which avoid such conflict,
- (2) disqualify the offeror, or
- (3) determine that it is otherwise in the best interest of the United States to contract with the offeror by including appropriate conditions mitigating such conflict in the resultant contract.

(d) Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(e) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

Recruitment of Third Country Nationals and Provision of Employer Furnished Housing Certification

(a) The offeror certifies that Third Country Nationals [] will [] will not be recruited to perform work under this contract.

(b) The offeror certifies that employer furnished housing [] will [] will not be provided under this contract.

CERTIFICATION

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete.

Signature: _____

Typed Name: _____

Title: _____

Date: _____

LIST OF ATTACHMENTS

Attachment No.	Title / Description	Pages	Date
1	Required Items / Pricelist	3	11 October 2017
2	Technical Specifications	7	11 October 2017

ATTACHMENT 1 – REQUIRED PRODUCTS / SERVICES – 11 OCT 2017

Acquisition of 32 Green dogs, leather collars, kennels and shipping services to Peru and Mexico.

#	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	<p>Single purpose, preselected and tested "green" dogs to be used for training on: drug detection; tracking persons; Explosives, etc. for Mexico and Peru.</p> <p>The thirty two (32) dogs will be delivered before or on October 31, 2017 to start their K9 training at Colombian National Police Canine School at Kilometro 5 Antigua via la Vega, Vereda Mancilla Facatativa.</p> <p>Each dog should include:</p> <ul style="list-style-type: none"> • Certificated hits RX • Vaccination certificate • International Health certificate. • ID Microchip with fifteen (15) digits to meet international standards. • Training ScentKit for K-9 Course. • Provide medicines during K-9 course. • Provide dog's food during K-9 Course <p>According to specifications.</p> <p>Note: 29 dogs for Mexico and 3 for Peru. // Perros "verdes" con un solo propósito a los cuáles se realiza prueba de selección para ser utilizados en el entrenamiento en: detección de droga, seguimiento a personas, explosivos, etc. para Mexico y Perú.</p> <p>La entrega de los treinta y dos (32) los perros es antes o el 31 de Octubre 2017, para iniciar su entrenamiento en el curso de K9 en la Escuela de Guías y Adiestramiento Canino de la Policía Nacional en Kilometro 5 Antigua vía la Vega, Vereda Mancilla Facatativá.</p> <ul style="list-style-type: none"> • RX de cadera Certificado • Certificado de Vacunación • Certificado Internacional de Salud. • Microchip de 15 dígitos que cumpla los estándares internacionales • Kit de pseudo olores marca scentlogix • Proveer medicinas durante el curso K-9 	32	EA-each		

	<ul style="list-style-type: none"> • Proporcionar la comida de los perros durante el curso K-9. De acuerdo con especificaciones. Nota: 29 perros para Mexico y 3 para Perú.				
2	Leather Dog collar and leash, according to specifications // Collar y correa de Cuero para Perro, de acuerdo a especificaciones.	32	EA-each		
3	Kennel with food and water dish, according to specifications. // Guacal con plato de comida y agua, de acuerdo con las especificaciones.	32	EA-each		
4	Kenneling services for 29 Mexican dogs, from one and up to 90 calendar days, starting on 16 Dec 2017 This service must include per canine: <ul style="list-style-type: none"> • Feeding three (3) times a day and provide dogs food (Brands: Nutrion, Proplan, Pedigree, Ladrina, Dog Chow or similar quality) • Two (2) daily walks • Provide Medical attention, medicines and laboratory exam, if required • Retraining on drug and explosives detection. • Vaccination • Deworming • Ectoparasites control (fleas and ticks). If it is requested by Mexican authorities to enter this country. • Provide a bath every month 29 dogs x 90 days = 2,610 Services // Servicio de alojamiento y cuidado para 29 canes de Mexico, de 1 a máximo 90 días, iniciando el 16 de diciembre de 2017. Este servicio debe incluir por canino: <ul style="list-style-type: none"> • Alimentación tres (3) veces al día y proveer el concentrado (Marcas: Nutrion, Proplan, Pedigree, Ladrina, Dog Show o similar calidad) • Dos caminatas diarias • Proveer atención médica, medicamentos y exámenes de laboratorio si es requerido. • Reentrenamiento en detección de sustancias narcóticas y explosivos. • Vacunación • Desparasitación • Control de ectoparásitos (pulgas y garrapatas), si este es exigido por Autoridades Mexicanas para el ingreso a este país. • Suministro mensual de baño 29 perros x 90 dias = 2,610 Servicios	2,610	SV-services		
5	Kenneling services for 3 Peruvian dogs, from one and up to 30 calendar days, starting on 16 Dec 2017 This service must include per canine:	90	SV-services		

	<ul style="list-style-type: none"> • Feeding three (3) times a day and provide dogs food (Brands: Nutrion, Proplan, Pedigree, Ladrina, Dog Chow or similar quality) • Two (2) daily walks • Provide Medical attention, medicines and laboratory exam, if required • Retraining on drug and explosives detection. • Vaccination • Deworming • Ectoparasites control (fleas and ticks). If it is requested by Peruvian authorities to enter this country. • Provide a bath every month <p>3 dogs x 30 days = 90 Services //</p> <p>Servicio de alojamiento y cuidado para 3 canes de Peru, de 1 a máximo 30 días, iniciando el 16 de diciembre de 2017.</p> <p>Este servicio debe incluir por canino:</p> <ul style="list-style-type: none"> • Alimentación tres (3) veces al día y proveer el concentrado (Marcas: Nutrion, Proplan, Pedigree, Ladrina, Dog Show o similar calidad) • Dos caminatas diarias • Proveer atención médica, medicamentos y exámenes de laboratorio si es requerido. • Reentrenamiento en detección de sustancias narcóticas y explosivos. • Vacunación • Desparasitación • Control de ectoparásitos (pulgas y garrapatas), si este es exigido por Autoridades Peruanas para el ingreso a este país. • Suministro mensual de baño <p>3 perros x 30 días = 90 Servicios</p>				
6	Shipping service to Mexico of 29 dogs, delivery date TBD by INL Mexico // Servicio de envío a Mexico de 29 perros, la fecha de envío será determinada por INL Mexico.	29	SV-services		
7	Shipping service to Peru of 3 dogs on or before 14 January, 2018 // Servicio de envío a Perú de 3 perros en o antes del 14 de enero de 2018	3	SV-services		
8	Dog Muzzle (brand Baskervillen or similar quality) // Bozal para perros (marca Baskervillen o calidad similar)	32	EA-each		
9	Defense Base Act (Insurance Policy)	1	LOT		

ATTACHMENT 2 – TECHNICAL SPECIFICATIONS – 11 OCT 2017

Acquisition of 32 Green dogs, leather collars, kennels and shipping services to Peru and Mexico.

1. TECHNICAL SPECIFICATIONS

1.1. DOG

Purchase of a selection of thirty two (32) single purpose, selection-tested dogs for law enforcement purposes including but not limited to drug detection, explosives detection, money detection. The selected dogs must meet all of the requirements stated in this solicitation. The canine will be used in conjunction with a designated handler to detect narcotics, explosives, money , basic obedience training or training for specialized activities including law enforcement and will work in the pursuit of concealed narcotics in airports, seaports and land borders.

The contractor/vendor must provide canines that are considered “work dogs” in a sufficient number to guarantee the full requirement of dogs are accepted and retained by USG. These are canines that have been raised from birth to the age of 12 to 28 months in environments that meet the technical requirements mentioned below. They must be conditioned to be very sociable, obedient, and never tied-down, a dog’s behavior patterns and his social skills and relationship are directly related to the surrounding environment. The dogs’ environment shall have open areas and creative spaces for training, play, exercise and social time with other dogs and people with a minimum space per dog of sixty square meters (60 mt2) approx., there must be a medical care center with a local veterinarian available, and space for lodging and meals must be minimum of two square meters (2 m2). The environment must be clean and safe for the dogs.

The following table shows the breeds that INL Peru and INL Mexico requested and their characteristics:

Other breeds may be considered by INL Peru, INL Mexico representative’s according to their needs.

Every dog must include the following:

- ID microchip: Must be installed prior to delivery and must be fifteen (15) digits to meet the international standard. The following is the minimum requirement.

Canine ID Microchip specifications	
Dimensions	13.3 ± 0.4 x 2.12 ± 0.05 mm or 0.52” ± 0.015” x 0.083” ± 0.001” approximate
Weight	0.114 grams or 0.004 ounces approximate
Operating temperature	-25°C – 70°C or -13°F – 158°F
Power Supply	Passive microchips – that not require batteries to operate
Frequency	134.2 kHz or approx.
Read Distance (with universal scanner)	Up to 30 cm or 12 inches or approx. ISO quality standard
Microchip Casing	Bio-compatible glass, one-way implanter.
Syringe Needle	12 gauge stainless steel, sterile
Digits	15-digit identification code.

- Veterinarian Health Check and Flight Certificate.
- Quality radiographs, especially hip radiograph
- Current vaccinations Certificate: distemper, hepatitis, parvoviruses, leptospirosis, canine cough, coronavirus and rabies.
- Hepatic test (Gpt got)
- Renal profile: buncreatinina, hemoparasite (ehrlichiosis, hemobartonella, babesia, and dirofilaria), CBC, deloused record. Include in the stool tests or fecal examination by flotation and sedimentation.
- Current health certificate administered by a licensed, board-certified veterinarian by OFA (for U.S. vendors) or by the “Club Canino Colombiano” (for Colombian or other country vendors) must be provided by the time of delivery of dogs.
- Provide medicines during K-9 Course, if required.
- Provide Dog’s food during the K-9 Course. Food must be delivery to Colombian National Police Canine Academy in Facatativá
- Provide double kit for K9 training pseudo scents (Brand ScentLogix or similar quality). Kit should include:
 - 2 K9 Scent Imprint Training Aids
 - Accessories:
 - 1 Imprint Aid Protective Bags (Reusable)
 - 1 Magnetic 360° Above-Ground Stash Pipes
 - 1 360° Below-Ground Stash Tubes
 - 1 Scentable Towel
 - 1 Airtight Container

1.2. KENNEL

Thirty two (32) kennels are required (Brand Vari-Kennel, Shy Kennel or similar quality); the size of each kennel will depend of the dog breed and meet with the International Air Travel Association (IATA).

The following chart shows the different sizes of kennel or crate that vendor will find on the market:

Size/Type	Model	Size (in.)	Size (cm)	Crate weight ^{††}
Hard-sided ^{**}	60	17.5 x 12 x 7.5	44 x 30 x 19	9 lbs. (4 kg)
Soft-sided ^{**}		18 x 11 x 11	46 x 28 x 28	9 lbs. (4 kg)
Small	100	21 x 16 x 15	53 x 40 x 38	9 lbs. (4 kg)
Medium	200	27 x 20 x 19	68 x 50 x 48	13 lbs. (6 kg)
Intermediate	300	32 x 22 x 23	81 x 55 x 58	20 lbs. (9 kg)
Large	400	36 x 24 x 26	91 x 60 x 66	25 lbs. (11 kg)
Extra-large	500	40 x 27 x 30	101 x 68 x 76	30 lbs. (14 kg)
XX-large [†]	700	48 x 32 x 35		

Kennels shall meet or exceed the following specifications:

- Be constructed out of durable high-impact rigid plastic, wood, metal, or material of comparable strength with solid roofs. No cardboard kennels and must be non-toxic material.
- Have removable wheels, if kennel comes with wheels.
- Have functional handles on the kennel's exterior to prevent tilting and any direct contact with the animals.
- Close securely, but not lock, allowing personnel to open it in case of emergency.
- Have labels with the words "Live Animal" in letters at least 1-inch tall on the crate's top and on at least one side.
- Have upright arrow labels indicating kennel's correct position—Airlines Logistics can provide these labels.
- For international travel, air holes are required on all four sides, at least halfway on each side of the dog travel crate.
- Contain some type of bedding, either shredded paper or towels, to absorb any "accidents."
- Contain two dishes—one for food and one for water—attached to the inside of the kennel door. They must be easily accessible to agents without opening the kennel door.
- Display feeding instructions and food, if applicable. These instructions should be affixed to the top of the kennel, along with shipper and consignee information.
- Easy-to-clean use-and also includes wire vent grills and doors to encourage proper ventilation and promote a healthy flow of air, resistant to vibrations. Easy assemblies, plastic wing-nut fasteners that will not corrode.

1.3. LEATHER DOG COLLAR AND LEASH

- Security canine collars military spec MIL-C-1161 or equivalent.
- Military Spec brown braided leather leash 3/4" leather lead, 1/4" thick harness leather, 3/4" brass snap or equivalent



1.4. DOG MUZZLE (BASKERVILLE ULTRA)

- Color: Black
- Basket design that gives all-around protection.
- It also allows unrestricted panting and drinking.
- Ergonomically designed
- Secure and comfortable
- Muzzle also has a secure metal buckle with pre-holed webbing, to ensure it is fully adjustable, quick and easy to fit.
- Soft neoprene padding on sides and chin area



Recommended Sizing Guide

Size	Length	Width	Typical Breed*
1	2.5 in / 6 cm	8.5 in / 22 cm	Bichon Frise / Maltese / Mini Dachshund / Toy Poodle / Yorkshire Terrier
2	3 in / 7.5 cm	10.5 in / 26.5 cm	Bedlington Terrier / Border Terrier / Mini Poodle / Mini Schnauzer / Westie
3	3 in / 8 cm	11 in / 28 cm	Beagle / Border Collie / Cocker Spaniel / Corgi / Standard Poodle / Standard Schnauzer / Welsh Terrier
4	3.5 in / 9 cm	12 in / 31.5 cm	Australian Cattle Dog / Dalmatian / Husky / Pointers / Springer Spaniel / Staffie / Vizla
5	4.5 in / 12 cm	13.5 in / 35 cm	Boxer / Bull Terrier / Doberman / German Shepherd / Golden Retriever / Labrador / Ridgeback / Setters / Shar Pei / Weimaraner
6	5 in / 13 cm	16 in / 41 cm	Akita / Bull Mastiff / Giant Schnauzer / Great Dane / Irish Wolfhound / Newfoundland / Rottweiler / St Bernard

*Breed recommendations are a guideline only as individual muzzle sizes may vary by dog. We recommend you measure your dog to ensure the right fit.

Width Measurement
Measure around the circumference of the widest part of the muzzle, usually just below the eyes



Length Measurement
Measure the distance from the tip of the nose to the base of the nose just below the eyes



1.5 TRANSPORT SERVICE TO PERU

The contractor should coordinate with ICD Advisor and POC in INL Peru the delivery date to the final destination. Arrival date to Peru, it should be within 30 day after the K-9 course is finished.

Vendor is required to do all export and import paperwork in order to transport the canines from Bogota to Lima by airplane. Vendor must quote and provide this service.

Vendor must ensure that the air transportation from Colombia to Peru is provided by a company experience transporting live animals and/or live working police dogs.

1.6 TRANSPORT SERVICE TO MEXICO

Since the canines are subject of a donation process which might take two to three months or more, vendor shall be able to provide kenneling services, food, veterinary care, training maintenance, and kennel cleaning for the canines for as long as necessary.

The contractor should coordinate with ICD Advisor and POC in Mexico the delivery date to the final destination.

Vendor is required to do all export and import paperwork in order to transport the canines from Bogota to Lima by airplane. Vendor must quote and provide this service.

Vendor must ensure that the air transportation from Colombia to Mexico is provided by a company experience transporting live animals and/or live working police dogs.

1.7 KENNELING AND TRAINING SERVICE

The Contractor shall provide Kenneling service for 32 dogs, the service shall include, feeding, water, medical care if needed; daily walks for at least 30 minutes twice a day.

The contractor will provide the following services related to kennel service:

1. Training on narcotic, explosive and money detention.
2. Feeding, 3 times a day for as many days as the dogs are in the kennel
3. Water, 3 times a day for as many days as the dogs are in the kennel
4. Provide Medical attention, medicines and laboratory exam, if required
5. Keep the dogs clean for as many days as the dogs are in the kennel and provide a bath monthly.
6. Walking, 2 times a day for as many days as the dogs are in the kennel

The contractor shall maintain weekly reports of the conditions of each dog and send them to ICD Advisor Carlos Villarreal.

INL Peru and INL Mexico will only pay for the days utilized.

2. WARRANTY

2.1. DOGS WARRANTY

Contractor is to provide the following guarantee on all dogs selected:

- General Health: 100% healthy, the dogs shall be free of any genetic defects or debilitating medical conditions unrelated to improper utilization or training for a period of (12) twelve months from the date of acceptance.
- Skeletal Health: If a skeletal, bone, joint, muscle or tendon and ligament problem is detected within the first twelve (12) twelve months after date of acceptance.
- Genetic or hereditary diagnosed: during the first twelve (12) twelve months after acceptance.
- Neurological condition: If any neurological problem is detected during the first twelve (12) twelve months after acceptance.
- Failure of workability/compatibility: within first (6) six months after acceptance.

If any of the above conditions occur, the vendor shall replace any defective dogs including airline transportation at no cost to the USG. USG will provide a supporting veterinarian record of diagnosis for vendor's veterinarian review.

The USG reserves the right to exchange or return a dog within one hundred twenty (120) days of receiving the dog if, during the training, the students, handlers, or the licensed veterinarian recommended. In the case

of exchanges or returns, the vendor will have five (5) working days to provide an acceptable replacement dog delivered to Colombian National Police Canine Academy at Facatativá (Escuela de Guías y Adiestramiento Canino de la Policía Nacional, Km 5 Antigua vía la Vega, Vereda Mancilla Facatativá). If the vendor is unable to comply with the exchange request, INL will reduce the quantity on the purchase order to the exact quantity of effective working dogs received.

2.2. LEATHER DOG COLLAR AND LEASH

- The material must be leather

2.3. KENNEL SERVICE

- If this service is required, ICD Advisor should do an inspection to the contractor facilities in order to verificate that the thirty two (32) dog are fine.