

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 28	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT18Q0054		6. SOLICITATION ISSUE DATE 08-Aug-2018
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ROSALBA MATEUS			b. TELEPHONE NUMBER (No Collect Calls) (11571) 275 2552		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 14 Aug 2018
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP UNIT 5130 AP0 AA 34038-5130 TEL: FAX:		CODE W913FT	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB 8(A) NAICS: 721110 SIZE STANDARD: \$32,500,000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
15. DELIVER TO SOC SOUTH BOGOTA-COLOMBIA FEDERICO HUDSON CRA 45 N 24B-25 US MILGRP BUILDING AMERICAN EM BOGOTA TEL: 786-415-2442 FAX:		CODE W90GFX	16. ADMINISTERED BY CODE				
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED		

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

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Lodging FFP Lodging for 21 people for four (4) nights from 24 - 28 September IAW Statement of Work. FOB: Destination PSC CD: V231	84			
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Transportation FFP Transportation on 24 - 28 September IAW Statement of Work. FOB: Destination PSC CD: V231	2	Each		
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Office Supplies COST Office Supplies IAW Statement of Work.		Job		
<p>The amount will not be included in the evaluation process. Vendor shall charge only for the actual supplies used. FOB: Destination PSC CD: V231</p>					
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Automated Data Processing Equipment COST Automated Data Processing Equipment (ADPE) IAW Statement of Work.		Job		
<p>The amount will not be included in the evaluation process. Vendor shall charge only for the actual supplies used. FOB: Destination PSC CD: V231</p>					
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Breakfast FFP Breakfast from 24 - 28 September IAW Statement of Work. FOB: Destination PSC CD: V231	105	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Lunches FFP Lunches from 24 - 28 September IAW Statement of Work. FOB: Destination PSC CD: V231	220	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Dinners FFP Dinners from 24 - 28 September IAW Statement of Work. FOB: Destination PSC CD: V231	105	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Opening Reception FFP Opening reception for 80 people on 25 September IAW Statement of Work. FOB: Destination PSC CD: V231	80	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Coffee Breaks AM FFP Coffee Breaks AM from 25 - 27 September IAW Statement of Work. FOB: Destination PSC CD: V231	300	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Coffee Breaks PM FFP Coffee Breaks PM from 25 - 27 September IAW Statement of Work. FOB: Destination PSC CD: V231	300	Each		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 24-SEP-2018 TO 28-SEP-2018	N/A	SOC SOUTH BOGOTA-COLOMBIA FEDERICO HUDSON CRA 45 N 24B-25 US MILGRP BULDING AMERICAN EM BOGOTA 786-415-2442 FOB: Destination	W90GFX
0002	POP 24-SEP-2018 TO 28-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90GFX
0003	POP 24-SEP-2018 TO 28-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90GFX
0004	POP 24-SEP-2018 TO 28-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90GFX
0005	POP 24-SEP-2018 TO 28-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90GFX
0006	POP 24-SEP-2018 TO 28-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90GFX
0007	POP 24-SEP-2018 TO 28-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90GFX
0008	25-SEP-2018	80	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90GFX
0009	POP 25-SEP-2018 TO 27-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90GFX
0010	POP 25-SEP-2018 TO 27-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90GFX

STATEMENT OF WORK

**SPECIAL OPERATIONS COMMAND SOUTH (SOCSOUTH)
STATEMENT OF WORK (SOW)
Counter Terrorist Force Protection (CTFP) Seminar
24 September – 28 September, 2018
Bogota, Colombia**

1. INTRODUCTION: This is a non-personal service for lodging, meals, and miscellaneous services to be provided to United States Army SOCSOUTH (SOCSOUTH, also referred to herein as the "US Government") in support of the US ARMY Counter Terrorist Force Protection Seminar (CTFP). The CTFP will be held 24 September - 28 September, 2018 in Bogota, Colombia. The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services as described in this Statement of Work (SOW). The Contractor shall perform to the standards in this contract.

1.1 The facility shall be a secure hotel in Bogota. The hotel shall be as close as possible to Calle 98 and Calle 106 radius of ESDEGUE, Bogota, Colombia, no more than one/two mile from the "Escuela Superior de Guerra".

1.2 Period of Performance: 24 September - 28 September, 2018.

2.0 GENERAL REQUIREMENTS

2.1 Hotel Location: The Hotel shall be located in a safe secure location. The Hotel shall be able to provide lodging and meals within their main facilities with all lodging rooms in close proximity of each other and/or on the same floor level. The selected hotel must showcase the prestige of the event. The hotel shall be within Calle 98 and Calle 106, in a 2 mile radius or as close as possible within (walking distance) to the La Escuela de Guerra (ESDEGUE).

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

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

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

2.5 Hotel Parking: The Hotel shall provide six (6) accessible, reserved parking places for local conference participants and coordinators in the hotel parking lot during the conference. **This shall be provided at no cost to the contract.** These reserved parking places shall be clearly designated for conference transportation and available beginning the morning before the conference and ending the evening of the day following the conference. Parking shall be in a safe environment with adequate lighting and security. Hotel staff shall be apprised of reserved conference parking spaces.

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

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

2.8 Wireless/Wired (INTERNET): The Hotel shall provide free wireless/wired service to all hotel guests participating in the conference. If a password is required, it shall be given to guests participating in the conference upon request. Hotel staff shall correct any hotel equipment or service breakdown immediately.

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

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

2.11 Quality Standards for Rooms: All rooms shall include a high standard of hygiene, private bath with full toilet and shower facilities, hot and cold running water, clean linen on a daily basis, electricity, color television with cable, telephone, and appropriate furniture. The hotel shall provide one (1) complimentary bottle of water in each room daily. The hotel shall include a secured/bolted down in-room safe, and ideally lodging all guests between the second (2nd) floor and seventh (7th) floor. All regular hotel guest facilities and amenities, to include the hotel business center and the exercise facilities shall be made available for conference attendees free of charge as long as they are registered in the hotel under this contract. No conference cover fees are to be charged to conference attendees who are registered in the hotel under this contract. Housekeeping will be conducted daily in all spaces rented by the USG.

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

3.0 SPECIFIC REQUIREMENTS

3.1 LODGING: The USG is only responsible and will pay under this contract for NON-US personnel. The Contractor shall allow the USG to block rooms for “*Self-Pay*” personnel. The “*Self-Pay*” personnel are individually responsible for their own bills and rooms and shall be provided at the contracted price.

Anticipated Lodging Schedule for NON-US and Self Pay personnel are as follows:

Table 1: (Lodging for NON-US Personnel. To be paid under this contract).

Name of Personnel	Number of Personnel / Rooms	Arrival Date	Departure Date	Number of Nights	Total Nights
COL. Escort	1	September 24, 2018	September 28, 2018	4	4
Guest Personnel	20	September 24, 2018	September 28, 2018	4	80
TOTAL ROOMS	21		TOTAL ROOM NIGHTS		84

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

Name of Personnel	Number of Personnel/ Rooms	Arrival Date	Departure Date	Number of Nights	Total Nights
ADVON	3	September 19, 2018	September 30, 2018	11	33
Other US Invitees	7	September 24, 2018	September 28, 2018	4	28
TOTAL ROOMS	10		TOTAL ROOM NIGHTS		61

3.2. TRANSPORTATION SERVICES: The Contractor/ hotel shall have the capability to provide transportation services to and from the El Dorado Airport, Bogota. The Contractor shall have the capability to pick up the participants at the airport and take them to the hotel dates indicated in this contract. Vehicle and driver shall be available 24-hours on the arriving dated as well as the departing dated. Time will vary depending on the arrival of the participants. The Contractor shall be able to provide a 5-passenger vehicle (model SUV, or minivan).

3.2.1 The Contractor shall be able to provide transportation for 20-ea VIP’s from El Dorado International Airport, Bogota to hotel and hotel back to airport on **24 September and 28 September 2018** as required and any other transportation required to support the VIP’s. The driver and vehicle shall be available throughout both days. All dates and times will be coordinated between hotel POC and USGR.

3.3 OTHER OFFICE SUPPLIES: The Hotel shall have the capability to provide office supplies if needed to The Escuela de Guerra (ESDEGUE), to include but not limited to paper, banners, nation flags, printing booklets, identification cards, 30-pens, 30-notebooks, and laser pointers and CDs if needed. The USGR or the alternate point of contact (APOCs) listed below Para. 3.4.1 are the only person authorized individual that can request administrative supplies. Cost shall not to exceed **\$1,500.00 USD**. Contractor shall keep a supply log with copies of all invoices for this type of services. For pay purpose, log and invoices shall be turn over to the USGR or Contracting Officer.

3.4 AUTOMATED DATA PROCESSING EQUIPMENT (ADPE): The hotel shall have the capability to rent additional computers, printers, projectors and audiovisual equipment as required during the event. The USGR or the APOCs listed below Para 3.4.1, are the only person authorized individual that can request administrative supplies. Cost shall not to exceed **\$1,000.00 USD**.

3.4.1 US Government Points of Contact:

- Federico Hudson, E-mail: federico.hudson@socom.mil. Tel: (786) 415-2442.
- Rosalba Mateus, E-mail: mateusr@tcsc.southcom.mil Tel: 57-1-275-2552.

3.5 MEALS:

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

3.5.2 The USG shall contract meals only for Host Nation (HN) and foreign dignitary participants invited to attend or support this event. No meals will be contracted for US personnel.

3.5.3 Hotel Meal Program: Meals for conference participants shall be in the hotel restaurant or a private designated meeting room. **Any alcoholic beverage requested by an individual covered under this contract shall be paid by the individual.** The restaurant invoice must separate the charge from alcoholic beverage and food. The USG will not pay for alcoholic beverages at any time. The invoice must be signed by the conference participant and annotated with the participant's room number (if foreign national is housed in contracted hotel). The USG and the Hotel will use daily review to verify charges. The Hotel shall only charge for meals consumed by individuals under this contract. **NOTE: Payment for any drink containing alcohol is the responsibility of and must be paid for separately by the guest requesting such beverage.**

3.5.4 Meal Coupons / Vouchers: The Hotel shall provide vouchers or coupons for the meals for individuals covered under this contract on the days designated below. The Hotel representative and the USGR will provide a daily count of meals consumed. Coupons or Vouchers will be used on a limited basis and will be paid on an actual use basis. The table under Para 3.5.5.5 is an estimated number of meals required. The actual count will be provided to the hotel NLT than 24-hours before each event and shall be based on attendees. **Contractor will be paid only for meals consumed by individuals covered under this contract.**

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

3.5.5.1 Breakfast: The breakfast shall be included in the room rate. The hotel shall provide breakfast from 6:00am until 8:00am at an appropriate facility on site as agreed to by the vendor and the USGR.

3.5.5.2 Lunch: All lunches shall be catered. The contractor shall set-up all lunches at the Escuela de Guerra (ESDEGUE) from 25 September thru 27 September, 2018 and be ready to serve lunch at 12:00 (Noon). The hotel shall provide its standard buffet luncheon or menu selection from 11:30AM – 1:00 PM at an appropriate facility on site as agreed to by the vendor and the USGR. The voucher or sign-in system shall apply to authorized personnel. Any unauthorized charges shall be billed directly to the user. Lunch shall, as a minimum, consist of main entrees, side dishes, dessert, and a non-alcoholic beverage such as water, juice, soft drinks, tea/coffee and be consistent with a value sufficient to provide a complete luncheon meal. The hotel shall provide a minimum of four choices for its buffet/menu selection(s). The USG will only pay for lunches consumed by the Non-US Personnel covered under this contract.

3.5.5.3 Dinner: The hotel shall provide its standard dinner buffet or menu selection from 5:00 PM – 8:00 PM at an appropriate facility on site as agreed to by the vendor and the US Government. The voucher or sign-in system shall apply to authorized personnel. Any un-authorized charges shall be billed directly to the user. Dinner shall, as a minimum, consist of main entrees, side dishes, dessert, and a non-alcoholic beverage such as water, juice, soft drinks, tea and or coffee and be consistent with a value sufficient to provide a complete dinner meal. The hotel shall provide a minimum of four choices for its buffet/menu selection(s). The USG will only pay for dinners consumed by the Non-US Personnel covered under this contract.

3.5.5.4. Official Dinner: No Official Dinner shall be cover by this contract during the Period of Performance.

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

Table 3. Contracted Meals for NON-US Personnel

Meals	Monday 24 Sep, 2018	Tuesday 25 Sept, 2018	Wednesday 26 Sept, 2018	Thursday 27 Sept, 2018	Friday 28 Sept, 2018	Total Meals	Schedule
Breakfast	*21	21	21	21	*21	105	6:00am – 8:00am
Lunches	*15	**60	**60	**70	**15	220	11:30am – 1:00pm
Dinners	*21	21	21	21	*21	105	5:00pm – 7:00pm
Opening Reception	0	**80	0	0	0	80	7:00pm – 10:00pm
Total Meals:						510	

* Estimated quantity at this time. We do not know how many DV's will be arriving early or leaving late this day.

** 20-ea VIP's plus 40-ea other Colombian MIL or other visitors.

3.7 COFFEE BREAKS: The Contractor shall provide coffee breaks at ESDEGUE. The coffee break shall be set up as buffet style. The set up shall be coordinated with the USGR once the contract has been awarded. Morning coffee break shall consist of coffee, tea, sodas, fruits, bottled water and a selection of pastries. The Contractor shall provide an afternoon coffee station.

3.7.1 Estimated Number of Coffee Breaks: Contracted coffee breaks shall be for up to **200**-Non-US personnel. If required, Contractor shall provide coffee breaks for US personnel. US personnel are responsible for their own coffee breaks. The US personnel will pay for his/ her own coffee breaks.

Table 4. Contracted Coffee Breaks for the Non-US Personnel to be pay under this contract.

Time	Tuesday 25 Sept, 2018	Wednesday 26 Sept, 2018	Thursday 27 Sept, 2018	Total
Morning (10:30 am)	100	100	100	300
Afternoon (14:30 pm)	100	100	100	300
Total:				600

3.8 OPENING RECEPTION: The hotel shall provide one light buffet style social meal (hors d'oeuvres/appetizers) for up to eighty (**80**) guest/participants. In addition, Contractor shall provide a refreshment stand consisting of coffee, water, soda, and juice. Opening Reception will be set-up at/around 6:30PM the evening of **September 25, 2018**. The location will be at the Escuela de Guerra (ESDEGUE), which will be coordinated between the USGR and the hotel point of contact (POC).

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

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

4.2 The hotel security manager will stay in close touch with US Embassy Regional Security Office (RSO) or/and the Special Operation Command South (SOCSO) Force Protection (FP) Manager at all times during the course of this contract.

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

4.4 Security Requirements: Contractor shall maintain security awareness at all times. The Contractor shall not release any information pertaining to the use of the vehicles such as trips, type and model, color, or license tag, payment, balance due or any other information pertaining to the contract to third party personnel. All information shall be maintained under control at all times between the Contractor, the Contracting Officer Representative (COR), and the Contracting Officer (KO). No other personnel shall have access to the information. Violation of any security issues will be grounds to terminate the contract immediately.

4.4.1 Non-Disclosure Agreement (NDA): By accepting and signing this contract, the Contractor, sub-contractor, employees or recipient of subject contract agrees and accept all the terms and conditions under the “*Non-Disclosure Agreement (NDA)*” listed in DFARS 227.7103-7 and 252.227.7025. The use, modification, reproduction, release, performance, display or disclosure of any information or data pertaining to this contract in any way, shape or form shall be approved in writing first by the Contracting Officer who executed subject contract. Any breach of non-disclosure agreement will be ground to terminate this contract.

4.4.2 OPSEC Awareness and Requirements: If the Contractor, or a subcontractor, or employees of either disclose any information that disrupts or harms the Government's operations or activities, then the Government retains the right to exclude any employee from performance of duties under this contract. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. By way of example, personnel shall not sketch or take photos of government facilities or activities, unless related to service to be provided. All government paper products and removable digital storage material that is received, generated, or stored during the contract will be destroyed completely when no longer needed to preclude recognition of information. Operations Security (**OPSEC**) SOP/Plan Requirements: The Contractor is responsible to limit the number of copies of official PWS to need-to-know contract personnel only. The Contractor will inform any lost or location of copies of PWS or contract to the USG. The Contractor and their employees shall be briefed on protecting Critical Information and minimize dissemination of knowledge acquired with the PWS or contract.

4.4.3 Physical Security: The Contractor shall be responsible for safeguarding all USG equipment, information, and property provided for contractor use at all times. Violation of any Physical Security issues will be grounds to terminate the contract immediately.

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

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

7.0 ROOM LIST: The USGR will furnish the hotel point of contact a list of all participants' names one week before the day of arrival. However, depending on foreign dignitaries, names are subject to change up to five (5) before period of performance (POP).

8.0 CANCELLATIONS/ADDITIONS: The USG reserves the right to add or delete from this PWS any change in requirements (including the numbers and type of personnel or equipment needed) to make this mission a total success. Changes made with at least 24-hour notice shall incur no penalty to the USG. Moreover, the USG has no control over the VIPs or the air lines; therefore, last minute “*No-Shows*” might be

experience. All no show will be brought to the attention of the hotel POC immediately. **If any, only one night might be charged to the USG.**

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

10.0 US GOVERNMENT REPRESENTATIVE: The Contractor will only take direction from the Contracting Officer (KO) or the authorized USGR. The limit of the USGR authority will be in writing and given to the Contractor. Purchases from unauthorized persons may result in the contractor not receiving payment for costs incurred. USGR for this contract is: TSgt Federico Hudson, US phone # (786) 415-2442 and Local # 321-432-8873.

11.0 The Contracting Officer is Cesar Casillas and can be contacted at 57-1-275-4228, or email: cesar.g.casillas2.civ@mail.mil. Contract specialist is Rosalba Mateus and can be contacted at 57-1-275-2552, cell 57-311-516-8499 or e-mail: rosalba.mateussandoval.fn@mail.mil.

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2016
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-11	Liquidated Damages--Supplies, Services, or Research and Development	SEP 2000
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-3	Offeror Representations and Certifications--Commercial Items	NOV 2017
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2018
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.225-7041	Correspondence in English	JUN 1997

252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

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

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

1. Technical Acceptability - Offers will be rated on an "Acceptable", or "Unacceptable" basis.

Technical acceptability will be determined by the quoted items meeting or exceeding all the NOTE: Offers will not be accepted from third party agencies. Offers will be accepted directly from Lodging Facility providers only. In accordance with the SOW requirements, the successful offeror shall provide a point of contact of sufficient authority to authorize changes. In order for this and other SOW requirements to be met, the Government must maintain privity of contract directly with lodging facility providers. Offers from third parties shall be considered non-responsive and will be excluded from consideration for award. Requirements to be met, the Government must maintain privity of contract directly with lodging facility providers. Offers from third parties shall be considered non-responsive and will be excluded from consideration for award.

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

Award will be made to the lowest priced technically offer.

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEVIATION 2013-O0019) (Jul 2014)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) 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.

(b)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

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

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

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

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

Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (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).

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

chapter 67.)

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

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).

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

(xvi) 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)(1)(xvi): 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.

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

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

(xix) 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.

(xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means--

(1) Any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
 - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--
 - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
 - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
 - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an

enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

- (2) Requiring the Contractor to terminate a subcontract;
 - (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
 - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Declining to exercise available options under the contract;
 - (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (7) Suspension or debarment.
- (f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:
- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
 - (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
- (g) Full cooperation. (1) The Contractor shall, at a minimum--
- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
 - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
 - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
 - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--
- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
 - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
 - (iii) Restrict the Contractor from--
- (A) Conducting an internal investigation; or
 - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting. (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

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

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using a fixed rate of COP \$2800 to ONE (\$1) US Dollar in effect as follows:

(The fixed rate affords the Vendor, Contracting Agency and Financial Management Organizations to manage contractual evaluations and payments in a stable manner. The current fixed rate is subject to periodic evaluation and change, as required, in order to accommodate all interested parties.)

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

(b) For acquisitions conducted using negotiation procedures--

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

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

(End of provision)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.229-7001 TAX RELIEF (SEPT 2014)

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

NAME OF TAX: (IVA) RATE (19%)

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

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

(End of clause)

ADDENDUM TO FAR 52.212-1

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

(a) **North American Industry Classification System (NAICS)** code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits a quotation in its own name, but which proposes to furnish an item which it did not itself manufacture, is \$32,500,000.00.

(b) **Submission of quotations.** Submit signed and dated quotations to the office specified in this solicitation via email to rosalba.mateussandoval.fn@mail.mil with courtesy copy to cesar.g.casillas2.civ@mail.mil

at or before the exact time specified in this solicitation. Quotations may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, quotations must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of quotations;
- (3) The name, address, telephone number and email address of the quoter;
- (4) A technical description of the items being quoted in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the quoter shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the quotation is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Quotations that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) **Period for acceptance of quotations.** The quoter agrees to hold the prices in its quotation firm for 30 calendar days from the date specified for receipt of quotations.

(d) **Product samples.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of quotations. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during pre-award testing.

(e) **Multiple quotations.** Quoters are encouraged to submit multiple quotations presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each quotation submitted will be evaluated separately.

(f) **Late submissions, modifications, revisions, and withdrawals of quotations.**

(1) Quoters are responsible for submitting quotations, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that quotations or revisions are due.

(2) Any quotation, modification, revision, or withdrawal of a quotation received at the Government office designated in the solicitation after the exact time specified for receipt of quotations is “late” and will not be considered unless it is received before award is made, and the Contracting Officer determines that accepting the late quotation would not unduly delay the acquisition.

(g) **Issuance of Purchase Order.** The Government intends to evaluate quotations in accordance with FAR 13.106. The Government will not use the formal source selection procedures described in FAR Part 15. The Government may issue a purchase order to other than the quoter with the lowest priced quotation. After the evaluation of quotations, the Government may negotiate final terms with one or more quoters of the Government’s choice before issuing any purchase order.

(h) **Multiple Purchase Orders.** Unless otherwise provided in the Schedule, quotations may not be submitted for quantities less than those specified. The Government reserves the right to issue a purchase order on any item for a quantity less than the quantity quoted, at the unit prices quoted, unless the quoter specifies otherwise.

(i) **Contractor and Government Entity (CAGE) Code or NATO Contractor Government Entity (NCAGE) Code.** The quoter shall enter its CAGE or NCAGE code in the block with its name and address on the cover page of its quotation, in accordance with FAR 52.204-16.

(j) **Data Universal Numbering System (DUNS) Number.** The quoter shall enter, in the block with its name and address on the cover page of its quotation, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the quoter’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the quoter to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the quoter does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A quoter within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. A quoter located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The quoter should indicate that it is a quoter for a Government contract when contacting the local Dun and Bradstreet office.

(k) **System for Award Management.** Unless exempted by the Contracting Officer, the quoter shall be registered in the SAM database prior to issuance of purchase order, during performance and through final payment. 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. Quoters may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) **Requests for Information:** The Contracting Officer will not notify unsuccessful quoters. Quoters may request information on purchase order(s) resulting from this solicitation.

(End of provision)

ADDENDUM TO FAR 52.212-4

ADDENDUM TO FAR 52.212-4 Paragraphs (g) Invoice and (i) Payment

PAYMENT INSTRUCTIONS

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

Invoices shall be sent no later than five (5) days after the end of the performance period, please indicate that on the invoice is for a full payment.

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

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

INSTRUCCIONES DE PAGO

El proveedor está autorizado a someter factura después de finalizar el servicio o la entrega del material

Las facturas deben ser enviadas a mas tardar a los cinco (5) dias de terminar el servicio o entrega indicando que es pago parcial o final.

Firme, escanee y envíe la factura y la forma DD250 a la Oficina de Seguridad y Cooperación (SCO) - Att: Oficina de Pago al siguiente e-mail:

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