

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 13	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT18Q0056		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 15 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: 519130 SIZE STANDARD: 1,000		
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 SECURITY COOPERATION OFFICE (SCO) - AOB MSG CARLOS SANTIAGO MILITAR BASE TOLEMAIDA NILO TEL: FAX:		CODE W9094C	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	Internet Suscription FFP Internet Suscription in Tolemaida base as SOW. FOB: Destination PSC CD: D316	12	Months		
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Internet Suscription FFP Internet Suscription in Tolemaida base as SOW. FOB: Destination PSC CD: D316	12	Months		
					NET AMT

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	POP 28-SEP-2018 TO 27-SEP-2019	N/A	SECURITY COOPERATION OFFICE (SCO) W9094C - AOB MSG CARLOS SANTIAGO MILITAR BASE TOLEMAIDA NILO FOB: Destination	
1001	POP 28-SEP-2019 TO 27-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

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
1001	Destination	Government	Destination	Government

STATEMENT OF WORK

Statement of Work Internet Services

1.0 General: This is a contract to provide commercial internet connectivity for the United States Army South (Army South, also referred to herein as “the Government”). The Government shall not exercise any supervision or control over the contract delivery providers performing herein. Such contract providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Objective: The Contractor shall provide a commercial Internet Service Provider (ISP) for three locations capable of supporting up to 24 internet connections. The Contractor shall provide all equipment and installation necessary to establish this ISP.

1.2 Connection Period: Base Year: 28 SEP 2018 – 27 SEP 2019
First Option: 28 SEP 2019 – 27 SEP 2020

1.3 Connection Location: SFODA Compound, Tolemaida

1.4 Hours of Operation: The contractor is responsible for conducting deliveries between the hours of 8:00 AM to 5:00 PM Monday thru Sunday except when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings

1.5 Key Personnel: The contractor shall provide a contract manager who shall be responsible for the scheduling of the deliveries and support of radio issues. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 8:00 AM to 5:00 PM Monday thru Sunday.

2.0 Specifications:

2.1 The contractor shall establish internet connectivity from 28 SEPT 2018 to 27 SEP 2019. The setup date will be verified by the Contracting Officer or GR at least 24 hours in advance.

2.2 Performance Requirements: The Contractor shall be responsible for the delivery, cabling and installation/configuration, and pick-up of the equipment at place to be determined at award of contract.

2.3 Communication Performance: the Contractor shall provide internet connectivity with the following connection speeds (Symmetric):

Upload/Download: 10MB/sec

2.4 Internet Connections: The Contractor shall provide 1 External Router, 9 Internal Routers.

2.5 Delivery and Pick-up: The Contractor shall deliver all equipment mentioned above no later than 28 September 2017 unless requested otherwise by the Contracting Officer or the COR. The exact location of the service will be coordinated with the COR.

2.6 The Contractor shall provide uninterrupted internet connectivity 24 hours a day during the specified delivery period. There will be no restrictions on the amount of data downloaded during the duration of the exercise.

2.7 The Contractor shall provide either written or oral instructions regarding the availability, performance, serviceability and function of the equipment and services at all the locations where the Internet lines are activated.

2.8 The Contractor shall be responsible for all equipment maintenance and supplies for operation. The Contractor shall respond to equipment malfunction within 24 hours of notification and repair or replace the malfunctioning equipment within 4 hours of arrival. The Contractor shall also provide a contact for equipment service daily between the hours of 0800 and 1700.

2.8.1 The contractor shall provide numbers and accounts numbers to reach the contract for support when equipment or service is malfunctioning.

2.8.2 The contractor shall provide replacement of same or higher quality Routers if routers are malfunctioning.

2.8.3 The contractor shall provide water proofing to all connections in the open.

2.9 The Contractor shall certify in writing the performance, serviceability and function of the equipment prior to the Government acceptance of the delivery.

2.10 The Contractor shall conduct a joint inventory of equipment by serial number upon initiation of the contract with the COR. The Government, utilizing its own hand receipts, will sign for all equipment.

2.11 The Government will provide a COR to coordinate administrative, logistical and miscellaneous issues with the Contractor. This COR may not make any changes to the terms, conditions, standards, or cost of the contract.

2.12 Loss or Damage Beyond Fair Wear and Tear: Whenever equipment is returned to the Contractor with damages considered over and beyond fair wear and tear, the Contractor shall prepare and submit a written and detailed estimate to the Contracting Officer (KO) for the cost of labor and parts necessary to repair the equipment to its original condition when the U.S. Government accepted it. No repair work on any damaged equipment will be performed until authorized in writing by the KO. The Contractor is cautioned that any repairs accomplished without the KO's authorization is done at their risk and expense and will not be reimbursed by the U.S. Government. All parts replaced shall be turned in to the KO. In the event of lost equipment, the KO shall determine whether to settle the claim or refer to the claims clause within the contract.

2.13 Operations Security: The contractor shall take appropriate security measures to protect government critical and sensitive information. Neither the Contractor nor any of its contract service providers shall disclose, or cause

disclosure of any information concerning government operations and activities which could result in, or increase the likelihood of, the possible breach of the activity's security or interrupt the continuity of operations Contractor will provide sub-contractors only required information to accomplish services and/or products delivery.

2.13.1 Personnel shall not sketch or take photos of government facilities or activities, unless related to service to be provided. Personnel shall not post or discuss government facility activities on any unauthorized public access media. 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.

3.0 Changes to the Contract: THE ONLY PERSON AUTHORIZED TO MAKE CHANGES TO THE CONTRACT IS THE KO. Failure to clear any changes to the contract with the Contracting Officer IN ADVANCE of the requested change will result in the Government not being responsible for the charges, and non-payment to the Contractor. Accordingly, the Contracting Officer shall be notified prior to any additional services/performance necessitating contract modification (that is, those resulting in changes to the terms of the contract). Purchases or changes by unauthorized persons will result in the contractor not receiving payment for costs incurred.

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	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
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-2	Evaluation - Commercial Items	OCT 2014
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (NOV 2017) Alternate I	OCT 2014
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
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
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
252.232-7008	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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.

(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)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(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 \$1,000.

(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.casillas.civ2@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 52.212-2

ADDENDUM TO FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS

This addendum replaces provision FAR 52.212-2 in its entirety.

(a) The Government will issue a purchase order resulting from this solicitation to the responsible quoter whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered, in accordance with FAR 13.106. The following factor(s) shall be used to evaluate offers:

1. Price
2. Technical Acceptability

Award will be made to the lowest price technically acceptable offer.

Following sub-factor shall be used to determine technical acceptability. Nonsubmission of one of these elements shall render the offer technically unacceptable and shall not be considered for award.

- a. Sub-Factor 1

The vendor's offer will be evaluated to determine if the offeror provided the specifications for the internet stated in the solicitation.

(b) Notification. For acquisitions for which automatic notification is not provided through an electronic commerce method that employs widespread electronic public notice, notification to unsuccessful quoters shall be given only if requested or required by FAR 5.301.

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 Cooperacion (SCO) - Att: Oficina de Pago al siguiente e-mail:

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