



EMBASSY OF THE UNITED STATES OF AMERICA
U.S. Department of State
Bureau of International Narcotics and Law Enforcement Affairs (INL)
Bogotá, Colombia

August 26, 2022

To: Prospective Quoters

Subject: Request for Quotations number PR10950859

The Bureau of International Narcotics and Law Enforcement (INL) at the U.S. Embassy in Bogota invites you to submit a quotation for Miscellaneous Materials & Container.

Quote must be submitted via email no later than September 16, 2022, at 16:00 hours (Bogota, Colombia) time. Refer to SF-1449 Continuation Pages, Section 3 (Solicitation Provisions), Subsection III (Addendum to FAR 52.212-1), Item 2.0 for complete submission instructions.

The Embassy intends to conduct a site visit and hold a pre-proposal conference. The conference will be held as follows: Municipio San Luis (Tolima) Vía Chicoral - Ibagué kilómetro 3, CENOP (Escuela internacional de la Fuerza Policial para la Paz), on **September 2, 2022 at 10:00 am (Bogota, Colombia).**

If you plan to attend, you must confirm your attendance with Felipe Restrepo at restrepof@state.gov with your name, cedula number (ID number), cell phone number, email, and the name of company you represent. (Max 2 people per company) This information must be provided by **August 31, 2022, not later than 2:00 pm. (Bogota, Colombia).**

To be considered for award, your quotation must include all information requested in SF-1449 Continuation Pages, Section 3 (Solicitation Provisions), Subsection III (Addendum to FAR 52.212-1), Item 3.0 and otherwise meet all other solicitation requirements.

Questions pertaining to this solicitation, if any, must be received by the Government no later than September 9, 2022, at 16:00 hours (Bogota, Colombia). Refer to SF-1449 Continuation Pages, Section 3 (Solicitation Provisions), Subsection III (Addendum to FAR 52.212-1), Item 1.0 for complete instructions on submitting questions.

The U.S. Government intends to award a purchase order if the responsive quote is technically acceptable and reasonably priced. We intend to award a contract based on initial quote, without holding discussions, although we may hold discussions if it is in the best interest of the Government to do so.

Unless an exception in FAR 4.1102 applies, your company must be registered in the System for Award Management (SAM) (www.sam.gov) in order to be eligible for award. You may contact Felipe Restrepo at restrepof@state.gov should you have any questions relating to SAM registration.

Sincerely,

Eila Sepulveda
INL Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR10950859		PAGE 1 OF			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER PR10950859		6. SOLICITATION ISSUE DATE 08/26/2022	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Refer to Continuation Pages, Section 3			b. TELEPHONE NUMBER (No collect calls) N/A		8. OFFER DUE DATE/ LOCAL TIME 09/16/2022 16:00 Hours	
9. ISSUED BY U.S. Embassy Bogota - INL Carrera 45 # 24B-27 Bogota, Colombia				CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:			
				<input type="checkbox"/> SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:			
				<input type="checkbox"/> HUBZONE SMALL BUSINESS		<input type="checkbox"/> EDWOSB			
				<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> 8 (A)		SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS			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 San Luis (Tolima) Via Chicoral - Ibagué kilómetro 3, CENOP, Colombia				CODE		16. ADMINISTERED BY Same as Block 9			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Embassy Bogota - FMO Carrera 45 # 24B-27 Bogota, Colombia			
TELEPHONE NO.									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					<input checked="" type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES					21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Refer to Attachment A - Price Schedule Miscellaneous Materials & Container								
	<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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)			31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1					

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <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
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<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>)

RFQ Number PR10950859

TABLE OF CONTENTS

Section 1 - The Schedule

- Standard Form 1449 (SF-1449), “SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS”
- Continuation To SF-1449, RFQ Number **PR10950859**

Section 2 - Contract Clauses

Section 3 - Solicitation Provisions

Section 4 – Evaluation Factors

Section 5 - Representations and Certifications

List of Attachments:

Attachment A; Price Schedule

SECTION 1 – THE SCHEDULE

1.0 TYPE OF CONTRACT

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

2.0 PRICES

Refer to PR10950859_Attachment A_ Price Schedule Miscellaneous Materials & Container. Offerors must complete this pricing template with proposed unit prices.

3.0 VALUE ADDED TAX

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

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

TAX RELIEF PROCEDURES

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

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

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

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

“Any quotation, invoice or bill to be submitted to the USG/INL Colombia for payment of cost incurred under this contract should reflect zero value concerning VAT or IVA (Impuesto a las Ventas). Upon contract award, the Office of INL Bogota will issue an exemption letter (Exención de Impuesto) to the awardee to be presented to the Government of Colombia for any claim that may arise during the

RFQ Number PR10950859

performance of this contract. The awardee, not the USG will coordinate directly with the Government of Colombia on any VAT or IVA matter under this contract.”

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

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

(2) The Contracting Officer may terminate the contract for default in accordance with the procedures at FAR Subpart 49.4.

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

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

4.0 REQUIRED PRODUCTS / SERVICES

Refer to PR10950859_Attachment A_ Price Schedule Miscellaneous Materials & Container.

5.0 DELIVERY AND MARKING INSTRUCTIONS

FOB Destination. Contractor shall deliver the items in perfect condition to the addresses described below. These items will be donated to the Government of Colombia.

All Items/services shall be delivered as soon as possible, but not later than Thirty (30) calendar days after receipt of order (ARO)

To the following location:

San Luis (Tolima) Vía Chicoral - Ibagué kilometer 3, CENOP (National Police Training School). Cundinamarca, Colombia.

6.0 INVOICING INSTRUCTIONS

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

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

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

Electronic Invoice(s) via PDF File

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

BogotaFactura@state.gov

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

For example: PR10637050_ABCShipping.pdf

The subject of the email must be the same as the electronic invoice file name: **Subject: PR Number and Company Name**

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

A proper invoice must include the following information:

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

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

7.0 INSPECTION AND ACCEPTANCE OF SUPPLIES AND SERVICES

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

The final inspection and acceptance of ALL items shall be performed by the U.S. government upon their arrival at INL warehouse in Bogota, Colombia. The payment(s) to the Contractor shall be made following satisfactory inspection and acceptance of products by the Office of INL in Colombia. If item does not fulfill requested technical specifications, INL Bogota will return the items to vendor location. Vendor shall evaluate and replace returned items with no transportation cost to INL.

INL will have 15 days (Calendar Days) to inspect and accept all items after arrival date to INL Warehouse. All items will be delivered to INL warehouse. The INL's logistics team will document receipt and transfer of items as they arrive. An INL generated receiving report shall include the complete inventory of all elements received for transfer, detailing: item description, size, and any special features noted.

8.0 INL SOURCE-NATIONALITY RESTRICTIONS

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

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

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

If the contracting officer determines that the contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the contracting officer or fails to comply with required procedures under an applicable waiver as provided by the contracting officer, and

has received payment for such purposes, the contracting officer may require the contractor to refund the entire amount of the purchase.

9.0 EXPORT RESTRICTIONS

(a) The Contractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract.

(b) In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(c) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this order, including instances where the work is to be performed in the US where the foreign person will have access to export-controlled technical data or software.

(d) The Contractor shall be responsible for all regulatory recordkeeping requirements associated with the use of licenses and license exemptions/exceptions.

(e) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(f) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations.

10.0 NONPAYMENT FOR UNAUTHORIZED WORK

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

11.0 STANDARDS OF CONDUCT

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

12.0 SAFEGUARDING INFORMATION

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

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

13.0 CONFIDENTIALITY CLAUSE

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

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

14.0 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

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

15.0 WARRANTY NOTIFICATION

In accordance with FAR 46.706(b)(5), the Contractor shall stamp or mark the supplies delivered, or otherwise furnish notice with the supplies, of the existence of a warranty, if any. Sufficient information shall be presented for supply personnel and users to identify warranted supplies.

Warranty shall be effective in Colombia. Re-exporting procedures during the warranty period, if requested, shall be covered by the contractor during the term of the same. Warranty, maintenance, and support must be provided in country (Colombia).

The vendor must provide quality warranty for at **least 1 years** for the above services/items (referring to tangible elements), or as stated in the technical specifications of each item.

The vendor must guarantee, through a certification, that the manufacturer's representative is able to provide support within **Colombia**, at least in the main cities. During the warranty period, the contractor must respond to any technical requests over the phone or e-mail in a maximum of two hours.

16.0 ORGANIZATIONAL CONFLICT OF INTEREST - GENERAL

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

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

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

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

17.0 COMPLIANCE WITH COVID-19 RESTRICTIONS

All persons involved in the training and delivery of these items/services in Colombia must adhere to all COVID-19 safety protocols in effect from the Government of Colombia at the time of delivery and / or training.

All security measures are the responsibility of the contractor. The COVID-19 pandemic continues to affect countries differently. Challenges to any travel at this time may include mandatory COVID-19 testing requirements, quarantines, travel restrictions, and closed borders. Colombia is gradually lifting stay at home orders in some areas and resuming some transportation and business operations. It is the responsibility of the contractor to verify restrictions within Colombia.

SECTION 2 - CONTRACT CLAUSES

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

This purchase order incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

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

NUMBER	TITLE	DATE
FAR 52.203-7	Anti-Kickback Procedures	Jun 2020
FAR 52.204-13	System for Award Management Maintenance	Oct 2018
FAR 52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020
FAR 52.212-4	Contract Terms and Conditions—Commercial Items.	Nov 2021
FAR 52.225-14	Inconsistency Between English Version and Translation of Contract.	Feb 2000
FAR 52.232-24	Prohibition of Assignment of Claims	May 2014
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Nov 2021
FAR 52.243-1	Changes-Fixed Price	Aug 1987
DOSAR 652.229-70	Excise Tax Exemption Statement for Contractors Within the United States	Jul 1988
DOSAR 652.242-73	Authorization and Performance	Aug 1999
DOSAR 652.243-70	Notices	Aug 1999
DOSAR 652.247-70	Notice of Shipments	Feb 2015
DOSAR 652.247-71	Shipping Instructions	Feb 2015

II. Applicable Clauses Provided in Full-Text

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

RFQ Number PR10950859

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

RFQ Number PR10950859

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify

RFQ Number PR10950859

both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (May 2022)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

RFQ Number PR10950859

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

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved].

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

(14)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

RFQ Number PR10950859

__ (ii) Alternate I (Mar 2020) of 52.219-6.

__ (15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-7.

__ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

__ (17)

(i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Jun 2020) of 52.219-9.

__ (v) Alternate IV (Sep 2021) of 52.219-9.

__ (18)

(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (Mar 2020) of 52.219-13.

__ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 637s).

__ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).

__ (22)

(i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (Mar 2020) of 52.219-28.

__ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).

RFQ Number PR10950859

(24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

(26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).

(27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).

(29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

(ii) Alternate I (Feb 1999) of 52.222-26.

(31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ii) Alternate I (Jul 2014) of 52.222-35.

(32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(ii) Alternate I (Jul 2014) of 52.222-36.

(33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

(36) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

RFQ Number PR10950859

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

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

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

___ (40)

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

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

___ (41)

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

___ (ii) Alternate I (Jun2014) of 52.223-14.

___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

___ (43)

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

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

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

___ (47)

(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

___ (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).

___ (49)

RFQ Number PR10950859

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) (41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C . 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

___ (ii) Alternate I (Jan 2021) of 52.225-3.

___ (iii) Alternate II (Jan 2021) of 52.225-3.

___ (iv) Alternate III (Jan 2021) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

___ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

X (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

__ (63)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

__ (iii) Alternate II (Nov 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

__ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

__ (5) 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).

__ (6) 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).

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

RFQ Number PR10950859

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. 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 (Nov 2021) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

RFQ Number PR10950859

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (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 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

(xv) 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).

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

RFQ Number PR10950859

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

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

REQUIRED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
001-0119	See Section 2.0 Price Schedule	All Items shall be delivered complete, but not later than Thirty (30) calendar days after receipt of order.

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

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
001-0119	See Section 2.0 Price Schedule	

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

(1) five calendar days for delivery of the award through the ordinary mails, or

RFQ Number PR10950859

(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term “working day” excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

652.215-70 Examination of records.

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

[87 FR 1082, Jan. 10, 2022]

SECTION 3 - SOLICITATION PROVISIONS

I. FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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

NUMBER	TITLE	DATE
FAR 52.204-7	System for Award Management	OCT 2018
FAR 52.204-16	Commercial and Government Entity Code Reporting.	AUG 2020
FAR 52.212-1	Instructions to Offerors—Commercial Items	NOV 2021
FAR 52.214-34	Submission of Offers in the English Language.	APR 1991
FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications	JUN 2020

II. Applicable Solicitation Provisions Provided in Full-Text

FAR 52.225-17 -- Evaluation of Foreign Currency Offers (Feb 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the U.S. Embassy Bogota exchange rate (<http://ice.cgfs.state.sbu/>) in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures--
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

III. Addendum to FAR 52.212-1

1.0 QUESTIONS REGARDING THIS SOLICITATION

Questions pertaining to this solicitation, if any, must be emailed to RestrepoF@state.gov and bogotainlsolicitatio@state.gov **no later than 04:00 pm local (Bogota, Colombia) time On September 9, 2022.** Questions received after this date and time may not be answered prior to the solicitation closing. All emails must include the following subject line: **“PR10950859 – Questions – Your Company Name”**.

2.0. SUBMISSION OF QUOTATIONS

Quotations must be submitted via email to RestrepoF@state.gov and bogotainlsolicitatio@state.gov. Quotations must be received by the Government, at the before-mentioned email addresses, **no later than 04:00 pm local (Bogota, Colombia) time on September 16, 2022.** Quotations received after this exact date and time will not be considered for award. No other method of quotation submission is acceptable. Quotations received through other methods will not be considered for award. Include the following subject line on all emails transmitting quotations: **“PR10950859 – Quotation – Your Company Name”**.

WARNING: Quotations submitted without the required subject line or that are not sent to both email addresses may not be considered for award.

If your company’s quotation will exceed 5 MB you must send the information in a separate email.

3.0. QUOTE PREPARATION INSTRUCTIONS

To be considered for award, each quote must include:

- a) Completed SF-1449, Blocks 17a, 30a, 30b and 30c.
- b) Proposed Prices: Section 1 - 2.0 – Price Schedule. (**Attachment A- Excel**)
- c) Include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from award consideration.
- d) Proposed Delivery Date. Complete and submit FAR 52.211-8 (Time of Delivery).
- e) Product(s) Description. The Contracting Officer will evaluate products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

Include a technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary. Describe the terms if any express warranty.

- f) Representations and Certifications: Complete, sign, and submit all representations and certifications included in Section 5 of this solicitation.
- g) The quoter shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- h) All Quotes must be valid for **90 days** from the closing date for this solicitation. No exceptions or qualifications. New equipment ONLY, NO grey market or refurbished products. Items must be in original packaging, never used, and not altered in any way.

SECTION 4 - EVALUATION FACTORS

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR).

- Award will be made to the **lowest priced, technically acceptable**, responsible quoter.
- The Government reserves the right to reject quotations that are incomplete, non-compliant with the terms of this solicitation, or that are unreasonably high in price.
- For evaluation purposes, the price will be determined by multiplying the offered prices times the quantities stated in the schedule, and arriving at a grand total, including all options, if any.
- To be considered for award, the offeror must possess a satisfactory record of past performance delivering similar products to the ones required in this solicitation, working in international markets and travel abroad and experience working in Latin American countries.
- The Government will also consider the magnitude and scope of previous contracts.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the standards of FAR 9.104.
- Proposals must include enough detail for effective evaluation and substantiation of stated claims.
- Proposals must provide convincing rationale for how requirements will be met.
- Offerors must include /pictures- data sheet /product information for the items being offered.
- Offerors must include drawing of internal distribution and include drawing for electrical of the containers.
- Unless an exception in FAR 4.1102 applies, offeror must be registered in SAM (www.sam.gov) in order to be eligible for award. If the offeror 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 offeror.
- Subcontracting is not acceptable unless approved by the Contracting officer.
- It should be remembered that the contractor who is awarded the contract should maintain and protect the existing work facilities, walls, ceilings, equipment, floor finish, etc. of the existing facility where the furniture shall be installed. It is pointed out that the cost of any damage to the existing facilities will be borne 100% by the contractor.

SECTION 5- REPRESENTATIONS AND CERTIFICATIONS

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

RFQ Number PR10950859

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

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

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

RFQ Number PR10950859

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to

determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

FAR 52.212-3 -- Offeror Representations and Certifications-Commercial Items (May 2022)

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

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

RFQ Number PR10950859

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

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

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

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

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

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

(6) Have been voluntarily suspended."Sensitive technology"—

Sensitive technology—

RFQ Number PR10950859

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

Small business concern—

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

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

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

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

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

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR124.1002.

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

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

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

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

RFQ Number PR10950859

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

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

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

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

RFQ Number PR10950859

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

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

[List as necessary]

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

(g)

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

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

RFQ Number PR10950859

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

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

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[List as necessary]

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

RFQ Number PR10950859

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.

If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.

If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

Line Item No.	Country of Origin
_____	_____

[List as necessary]

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.

If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.

RFQ Number PR10950859

In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

RFQ Number PR10950859

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

RFQ Number PR10950859

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR1.6049-4;
- Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

- (i) It is, is not an inverted domestic corporation; and
- (ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

RFQ Number PR10950859

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

RFQ Number PR10950859

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

RFQ Number PR10950859

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

(u)

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

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

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

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that–

(i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

Alternate I (Oct2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

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

___ Black American.

___ Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE

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

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

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

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

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

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

CERTIFICATION

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

Signature: _____

Typed Name: _____

Title: _____

Date: _____



PR10950859_Attachment A_ Price Schedule Construction Materials & Container CENOP.

ESTE ES UN FORMATO DE COTIZACION, NO ES UN CONTRATO NI UNA ORDEN DE COMPRA
This is a request for quote, it is NOT a Purchase Order

DATE: 24-Aug-22
TO: EMBAJADA DE LOS ESTADOS UNIDOS
ATTN: Felipe Restrepo M
PHONE: 275-2213
FAX No: 275-2007
E-Mail: RestrepoF@state.gov

ENVIAR LA COTIZACION ANTES DEL/Send RFQ Before:

9/16/2022

ITEM #	DESCRIPTION	QTY	Unidad de Medida Dia	UNIT PRICE (precio Unitario sin Iva)	TOTAL PRICE (Precio total sin Iva)	Descripción de lo cotizado / Description of item quoted	Marca y Referencia cotizada / Quoted brand & REF	DELIVERY TIME - DAYS (Tiempo de Entrega en Dias)
1	Tube Cold Rolled 4 x 8 Gauge 18 // Tubo Cold Rolled 4 x 8 Calibre 18	8	EA - each					
2	Tube - Cold Rolled 4 x 8 Gauge 16 // Tubo Cold Rolled 4 x 8 Calibre 16	8	EA - each					
3	Tube - Cold Rolled 4 x 2, Gauge 18 //Tubos Cold Rolled 4 x 2 Calibre 18	140	EA - each					
4	Angle - 2" x 1/8" x 6 Meters 8 //Angulo 2" x 1/8" x 6 Metros	8	EA - each					
5	Platens - 2" x 3/16" x 6 Meters //Platinas 2" x 3/16" x 6 Metros	4	EA - each					
6	Hard bone x Gallon // Galón Hueso duro	6	GL - gallon					
7	Additional Component for Item 6. // Componente Adicional para Item 6.	6	JR - jar					
8	Putty - Continental Red // Masilla Continental Roja	3	GL - gallon					
9	Sandpaper - No 150, Red color x Pack of 50, suggested Carborundum Brand // Lija No 150, color Roja x Paquete de 50, sugerida Marca Carborundum	2	EA - each					
10	Sandpaper - No 060, Red color x Pack of 50, suggested Carborundum Brand // Lija No 060, color Roja x Paquete de 50, sugerida Marca Carborundum	4	PG - package					
11	Roll - of Masking Tape 1" // Rollo de Cinta Enmascarar 1"	8	RO - roll					
12	Roll - Fresh 2 1/2" x 9 m2 // Rollo de Fresca 2 1/2" x 9 m2	12	RO - roll					
13	Glue - Pl. or Superstick x Pall // Pegamento Pl. o Superstick x Culhete	2	CO - container					
14	Rivet - pop 6 - 6, 3/16 // Remache pop 6 - 6, 3/16	6000	EA - each					
15	Disc - for 14" miter saw // Disco de Trozadora 14"	4	EA - each					
16	Disc - cutting # 9" 5/64" Premier // Disco de corte # 9" 5/64" Premier	12	EA - each					
17	Disc - cutting # 4" 5/64" Premier // Disco de corte # 4" 5/64" Premier	8	EA - each					
18	Disc - polishing # 7" 1/4" Dewalt // Disco - de pulir # 7" 1/4" Dewalt	4	EA - each					
19	Discs - polishing # 4" 1/4" Dewalt // Disco - de pulir # 4" 1/4" Dewalt	8	EA - each					
20	Disc - flap # 4" - 1/2" Norton, No. 60 Grit //Disco de flap # 4" - 1/2" Norton Lija No. 60	10	EA - each					
21	SikaFlex 212 FC, color White // SikaFlex 212 FC, color Blanca	20	GL - gallon					
22	Drill - Metal 1/2 // Broca Metal 1/2	4	EA - each					
23	Broca Metal 1/4 //Drill - Metal 1/4	10	EA - each					
24	Brocas Metal 1/8 // Drill - Metal 1/8	6	EA - each					
25	Broca Metal 3/16 // Drill - Metal 3/16	24	EA - each					
26	Spatula - plastic // Espátula - plástica	10	EA - each					
27	Spatula - Metalic // Espátula - Metalica	6	EA - each					
28	Wire - Mig Mag 0.35 x 5 Kg //Alambre Mig Mag 0.35 x 5 Kg	2	RO - roll					
29	Wire - Mig Mag 0.35 x 15 Kg //Alambre Mig Mag 0.35 x 15 Kg	4	RO - roll					
30	Welding Gloves //Guantes de Soldador	4	PR - pair					
31	Gloves - Reinforced Engineer Type // Guantes Tipo Ingeniero Reforzado	10	PR - pair					
32	Hinge - Plano // Bisagra de Plano	2	EA - each					
33	Sheet - Galvanized Steel 4' x 8' Caliber 20 //Lamina de Acero Galvanizado 4' x8' Calibre 20	80	EA - each					
34	Angle - 1" Galvanized Steel x 2.4 Cm 20 Cal. //Angulo de 1" de Acero Galvanizado x 2,4 Cm Cal. 20	70	EA - each					
35	Sheet - Alfajor Iron x 2.5 mm //Lamina de Alfajor Hierro x 2.5 mm	20	MR - meter					
36	Broom Holder x 2.40 mm //Guarda Escobas x 2.40 mm	28	MR - meter					
37	Paint - Epoxica Sapolin, white color // Pintura - Epoxica Sapolin, color blanca	16	GL - gallon					
38	Catalyst - Polyamide Epoxy // Catalizador Poliamidico Epoxico	16	GL - gallon					
39	Wash Primer // Imprimación de lavado	16	GL - gallon					
40	Paint - Epoxica Sapolin, white color // Pintura Epoxica Sapolin, color blanco	16	GL - gallon					
41	Catalyst - Polyamide Epoxy // Catalizador Poliamidico Epoxico	16	GL - gallon					
42	Anticorrosive - Epoxy, olive green color // Anticorrosivo - Epoxico, color verde oliva	16	GL - gallon					
43	Catalyst - Epoxy // Catalizador Epoxico	16	GL - gallon					
44	Adjuster - Epoxy // Ajustador Epoxico	60	BT - bottle					
45	Window - Sliding 0.6 Height x 0.9 Width, 4 mm glass //Ventana - Corrediza 0.6 Alto x 0.9 Ancho, vidrio de 4 mm	5	EA - each					
46	Door - Steel 2.00 meters high x 1.00 meters wide, with frame, with security plate, opening to the left, gray anticorrosive paint. // Puerta - Acero alto 2.00 mts x ancho 1.00 mts, con marco, doble hoja, con chapa de seguridad, apertura hacia afuera izquierda, pintura anticorrosiva color gris.	2	EA - each					
47	Grille - Ventilation, lattice type to cover the opening of the extractor, dimension 40 cm x 40 cm. // Rejilla de Ventilación, tipo celosía para cubrimiento de apertura de extractor, dimension 40 cm x 40 cm.	6	EA - each					
48	Combo Panic Bar + Metal Sheet + Hydraulic Arm, 96 cm long x 10 cm x 2.21 cm high, red black color, suggested Yale. material steel // Combo Barra Antipánico + Chapa + Brazo Hidraulico, largo 96 cm x 10 cm x 2.21 cm alto, color negro rojo, sugerida Yale. material acero	2	KT - kit					
49	Main L-shaped workstation furniture that includes a 2m x 1.20cm linear workstation with a wall anchor kit, 2" angles. // Estacion mobiliario de trabajo principal en L que incluye puesto de trabajo lineal de 2 mts x 1,20cm.con kit de anclar a la pared, angulos de 2".	1	KT - kit					
50	Chair - Ergonomic managerial type, black color with casters, armrests // Silla Ergonómica tipo gerencial, color negra con rodachines, descansabrazos	2	EA - each					
51	Round table of 3.0 Mts x 1.50 of Height //Mesa redonda de 3.0 Mts x 1,50 de Altura	1	EA - each					
52	Mesh Desk Chair with Arms Black, ergonomic, Wide 61 centimeters High 1.10 centimeters, Product weight 19.6 kilograms, 360 degree swivel, Includes assembly manual and hardware for meetings for item 51 // Silla Escritorio Malla con Brazos Negra, ergonomic, Ancho 61 centímetros Alto 1.10 centímetros, Peso del producto 19,6 kilogramos, Giro 360 grados, Incluye Manual de armado y herrajes para reuniones para item 51	4	EA - each					
53	Printer's Table - width 1.20 x length 0.80 x height 72 cm, weight 27 kilograms, wood // Mesa de impresora ancho 1.20 x largo 0.80x alto 72 cm, peso 27 kilogramos, madera	1	EA - each					
54	Workstation - Reinforced Surface in stainless steel with a PAD mouse type surface in black, 1.35 cm x 0.60 cm x 0.75 cm high, sliding file cabinet 2 mtr x 1 mtr, finished in ovenable electrostatic paint, one side in 2" x 2" cold rolled pipe, cold rolled pipe with zippers for 4 trays (metal with gachera x 1.385 cm x 0.60 cm, includes 10 swivel work chairs with medium backrest // Puesto de trabajo Reforzada Superficie en acero inoxidable con superficie tipo PAD mouse color negro de 1,35 cm x 0,60 cm x 0,75 cm alto superficie, archivador 2 mtr x 1 mtr corredora acabado en pintura electrostatica hornaleable, un costado en tubería cold rolled de 2" x 2", tubería cold rolled con cremalleras para 4 bandejas (metalicas con gachera x 1,385 cm x 0,60 cm, incluye 10 sillas giratorias de trabajo con espaldar medio	10	KT - kit					
55	Shelving - for display, galvanized steel frame, 1.50 cm high x 3.5 m long, 40 cm wide, includes 6 mm sliding protective glass // Estanteria - de exhibición, marco en acero galvanizado, de alto 1,50 cm x 3,5 mts de largo, ancho 40 cm, incluye vidrios protectores 6 mm corredizo	2	EA - each					
56	Furniture with individual drawers for storage of elements, spare parts or maintenance, 2.00 meters high x 1.60 meters wide with 10 internal divisions of 10 cm x 10 cm. // Mobiliario de cajones individuales para almacenamiento de elementos, repuestos o mantenimientos de alto 2,00 mts x 1,60 mts de ancho con 10 divisiones internas de 10 cm x 10 cm.	11	KT - kit					
57	Medium-heavy shelving, supply and installation, module of 11.80 linear meters of 4-level manual storage system with load capacity on beams of 500 kg / maximum level, in profiled frame without vertical joints, includes anchoring plates and leveling shims, on beam simple heavy shelving, HR sheet for 500 kg/maximum level, includes safety pin, selected galvanized metal wiring in tiles from 25 to 23 cm for evenly distributed load 500kg. // Estanteria semipesada, suministro e instalación, módulo de 11.80 metros lineales de sistema de almacenamiento manual de 4 niveles con capacidad de carga sobre vigas de 500 kg / nivel máximo, en marco perfilado sin empalmes verticales incluye platinas de anclaje y calzas de nivelación, en viga sencilla estanteria pesada, lamina HR para 500 kg/nivel máximo, incluye pasador de seguridad, tendido metálico galvanizado seleccionado en baldosas de 15 a 23 cm para carga distribuida uniformemente 500kg.	1	KT - kit					
58	Workstation - 1.50 cm high x 80 cm wide with 3 drawers and raised cabinet for wine cellar includes ergonomic chair, Mesh with Arms Black, ergonomic, Width 61 centimeters Height 1.10 centimeters, Product weight: 19.6 kilograms, Rotation 360 degree // Puesto de trabajo - de alto 1,50 cm x 80 cm ancho con 3 cajones y gabinete elevado para bodega incluye silla ergonomica, Malla con Brazos Negra, ergonomic, Ancho 61 centímetros Alto 1.10 centímetros, Peso del producto 19,6 kilogramos, Giro 360 grado	1	EA - each					
59	Breaker 1x20 // Breaker 1x20	8	EA - each					
60	Breaker 2x30 // Breaker 2x30	4	EA - each					

61	Copper Cable #10 5 Wires, MX - thousand, Technical Standard N° 1878, Voltage 600 V, Cable Type THHN/Unipolar, Height 0.36 m, Width 0.26m, Material Copper, // Cable de Cobre #10 5 Hilos, MX - thousand, Norma técnica N° 1878, Tensión 600 V, Tipo Cables THHN/Unipolar, Alto 0,36 m, Ancho 0,26 m, Material Cobre,	20	MR - meter				
62	Copper Cable #12 Wires, MX - thousand, Technical Standard N° 1878, Voltage 600 V, Cable Type THHN/Unipolar, Height 0.36 m, Width 0.26m, Material Copper, color blue // Cable de Cobre #12 Hilos, MX - thousand, Norma técnica N° 1878, Tensión 600 V, Tipo Cables THHN/Unipolar, Alto 0,36 m, Ancho 0,26 m, Material Cobre, color azul.	700	MR - meter				
63	Copper Cable #12 Wires, MX - thousand, Technical Standard N° 1878, Voltage 600 V, Cable Type THHN/Unipolar, Height 0.36 m, Width 0.26m, Material Copper, Red color // Cable de Cobre #12 Hilos, MX - thousand, Norma técnica N° 1878, Tensión 600 V, Tipo Cables THHN/Unipolar, Alto 0,36 m, Ancho 0,26 m, Material Cobre, color rojo.	700	MR - meter				
64	Copper Cable #12 Wires, MX - thousand, Technical Standard N° 1878, Voltage 600 V, Cable Type THHN/Unipolar, Height 0.36 m, Width 0.26m, Material Copper, yellow color // Cable de Cobre #12 Hilos, MX - thousand, Norma técnica N° 1878, Tensión 600 V, Tipo Cables THHN/Unipolar, Alto 0,36 m, Ancho 0,26 m, Material Cobre, color amarillo.	700	MR - meter				
65	Copper Cable #12 Wires, MX - thousand, Technical Standard N° 1878, Voltage 600 V, Cable Type THHN/Unipolar, Height 0.36 m, Width 0.26m, Material Copper, White color // Cable de Cobre #12 Hilos, MX - thousand, Norma técnica N° 1878, Tensión 600 V, Tipo Cables THHN/Unipolar, Alto 0,36 m, Ancho 0,26 m, Material Cobre, color blanco.	800	MR - meter				
66	Copper Cable #12 Wires, MX - thousand, Technical Standard N° 1878, Voltage 600 V, Cable Type THHN/Unipolar, Height 0.36 m, Width 0.26m, Material Copper, White color // Cable de Cobre #12 Hilos, MX - thousand, Norma técnica N° 1878, Tensión 600 V, Tipo Cables THHN/Unipolar, Alto 0,36 m, Ancho 0,26 m, Material Cobre, color blanco.	800	MR - meter				
67	Tube -PVC SCH 1" x 3 Meters // Tubería PVC SCH 1" x 3 Metros	4	EA - each				
68	Union PVC SCH 1" // Unión PVC SCH 1"	10	EA - each				
69	Curve -PVC SCH 1" // Curva PVC SCH 1"	4	EA - each				
70	Terminal PVC SCH 1" // Terminal PVC SCH 1"	8	EA - each				
71	Conduit Tube -PVC SCH 1/2" x 3 Meters // Tube Conduit PVC SCH 1/2" x 3 Metros	70	EA - each				
72	Union PVC SCH 1/2" // Unión PVC SCH 1/2"	40	AL - all				
73	Curve -PVC SCH 1/2" // Curva PVC SCH 1/2"	160	EA - each				
74	Terminal PVC SCH 1/2" // Terminal PVC SCH 1/2"	200	EA - each				
75	Biphasic Board 12 Circuits // Tablero Bifásico 12 Circuitos	2	EA - each				
76	Heavy Galvanized Boxes 2400 // Cajas Galvanizada Pesada 2400	70	AL - all				
77	Supplement Heavy Galvanized Boxes 2400 // Suplemento Cajas Galvanizada Pesada 2400	70	EA - each				
78	Lid - White Blinds // Tapa Ciegas Blancas	10	EA - each				
79	Outlets - 110v 15 Amp // Tomacorrientes 110v 15 Amp	23	EA - each				
80	Outlet - 220v 20 Amp // Tomacorrientes -220v 20 Amp	17	EA - each				
81	Outlets -GFCI // TomacorrientesGFCI	1	EA - each				
82	Switch -Single // Interruptor Sencillo	2	EA - each				
83	Interruptor Doble // Interruptor Doble	1	EA - each				
84	Connector - Spring // Conector Resorte	200	EA - each				
85	Hermetic luminaire, width 12.70 cm x length 1.00 m x 60 mm, rim type, input power 36W, power factor 0.9, lighting 1300lm, gray color. //Luminaria Hermetica, ancho 12.70 cm x largo 1.00 mts x 60 mm, tipo sobrepone, potencia de entrada 36W, factor de potencia 0.90, flujo iluminacion 3200lm, color gris.	16	EA - each				
86	Emergency light, Led, height 12 cm x width 13 cm, length 40cm, power 3.2W, Voltage 100-277V. // Luz de Emergencia, Led, alto 12 cm x ancho 13 cm, largo 40cm potencia 3.2W, Voltaje 100-277V.	3	EA - each				
87	Tape - Circuit Labeler // Cinta Etiquetadora de Circuitos	2	EA - each				
88	Ribbon Colors (Blue, Yellow, Red, Green) // Cinta Colores (Azul, Amarillo, Rojo, Verde)	4	PG - package				
89	Extractor Fans, Square Vent Duct Grille with Air Gravity Flaps 10" x 10" x 2.76" Gray with Grille. // Extractores, rejilla de conducto de ventilación cuadrada con solapas de gravedad de aire 10" x 10" x 2.76" Gris con rejilla.	6	EA - each				
90	Air Conditioning, capacity 18,000 BTU, Minisplit On/Off Type. // Aire Acondicionado, capacidad 18.000 BTU, Tipo Minisplit On/Off.	2	EA - each				
91	Semi-heavy shelving, supply of 2 linear modules of 4-level storage system x 11 m long, with load capacity on beams of 500 kg/ maximum level, includes anchoring plates and leveling shims, on single beam heavy shelving, sheet 18x for 500 kg / MAX level includes safety pin, galvanized metal laying, individual drawer furniture for storage of spare parts or maintenance elements of 2.00 meters x 1.60 meters wide with internal divisions, // Estanteria semipesada, suministro de 2 modulos lineales de sistema de almacenamiento de 4 niveles x 11 mtr de largo, con capacidad de carga sobre vigas de 500 kg/ nivel maximo, incluye platinas de anclaje y calzas de nivelación, en viga sencilla estanteria pesada, lamina 18x para 500 kg/ nivel MAX incluye pasador de seguridad, tendido metalico galvanizado, Mobiliario de cajones individuales para almacenamiento de elementos de repuestos o mantenimientos de 2,00 mts x 1,60 mts de ancho con divisiones internas.	1	EA - each				
92	Office furniture for item, (10) reinforced workstation surface in stainless steel type PAD MAUSE, black color, length 1.35 cm x width 0.60 cm x height 0.75 cm with 2 x 1 filing cabinet, sliding full sheet metal and trap finished in oveable electrostatic paint with sides in 2" x 2" cold rolled pipe, cold rolled pipe with zippers for 4 metal trays with gachera fixed to the wall and to the ceiling with a height of 1.30 x 0.60 cm folded to the roof. Includes (10) mid-back task swivel chairs // Mobiliario de oficina para item, (10) puesto de trabajo reforzado superficie en acero inoxidable tipo PAD MAUSE color negro de largo 1,35 cm ancho 0,60 cm alto 0,75 cm con archivador 2 x 1, conredera full estension chapa y trampa acabado en pintura electrostatica homeable con un costados en tubería cold rolled de 2" x 2", tubería cold rolled con cremalleras para 4 bandejas metalicas con gachera fijadas a la pared y al techo de altura 1,30 x 0,60 cm doblado al techo. Incluye (10) sillas giratorias de trabajo con espaldar medio	10	EA - each				
93	Container - Foldable - Portable (office), External height: 2.92 meters, Internal: 2.62 meters, External width: 6.17 meters, Internal: 5.97 meters, External folded length: 5.40 meters, Internal folded: 5.20 meters, Weight 1,750 Kilograms approx // Container Plegable - Portatil (oficina), Alto externo: 2.92 metros, Interno: 2.62 metros, Ancho externo: 6.17 metros, interno: 5.97 metros, Largo externo plegado: 5.40 metros, Interno plegado: 5.20 metros, Peso 1.750 Kilogramos aprox, Paredes y techos con panel tipo sandwich de pared con núcleo aislante de espuma de poliuretano, Espesor aislante 3 pulgadas, con ambas caras liso, Soporte externo Perfil metalico microgrecado en láminas. Revestimineto Metalico acero galvanizado por inmersión en calentamiento continuo, prepañtado, acero INOX AISI 304, acabado 2B según norma EN 10088-1. Vigas de nivelación, Sistema de levantamiento y plataformas de nivelación en terreno, (02) guías para montacargas, gabinete exterior para aire acondicionado- planta eléctrica y herramienta (06) tomas trifasicas de seguridad 63 amperios, (02) Breaker trifasicos de 32 amperios, (06) circuitos monofasicos de 20 amperios, (08) tomas levintos de 15 amperios monofasicas ontadas sobre piso, toma es de 4 líneas, (04) lamparas led en techo de 24W 7000 lumenes, conduccion de cables mediante tubería emt y caraza, (01) puerta de alto 2.40 m x ancho 90 cm con visagras y chapa de seguridad con respectivas llaves, (03) ventanas de 80 cm x 80 cm, vidrio laminado 4 mm, resej externa de seguridad (de facil armado y Transporte), (01) Aire acondicionado 18KBTU sugerido LG VM182CS split Inverter 18k Btu. Clasificación Energética A+ Refrigerante R-410, Dimensiones 855 mm x 296 mm x 236 mm Incluye instalación, (01) Extractor de 50 cm con protección externa. * El proveedor debe entregar planos de distribución interna del contenedor e incluir planos parate electrica del mismo/Con la cotización	1	EA - each				
94	Office furniture for item N.96 includes (04) linear workstations of 1.20 meters x 60 cm, includes (04) ergonomic chairs, managerial type and (01) round table of 1 mtr diameter x 75 cm high with (04) chairs for meetings, (02) printer tables length 1.20 x width 60 cm x height 75 cm. // Mobiliario de oficina para item N.96 incluye (04) puestos de trabajo lineal de 1,20 mts x 60 cm, incluye (04) sillas ergonomicas, tipo gerencial y (01) mesa redonda de 1 mtr de diametro x 75 cm de altura con (04) sillas para reuniones, (02) mesas de impresora de largo 1,20 x ancho 60 cm x alto 75 cm.	1	EA - each				
95	Installation of items 1 to item 92 in perfect condition for use, according to the attached CNP plans. // Instalación de los ítem 1 al ítem 92 en perfecto estado para su uso, de acuerdo a los planos anexo de CNP.	1	SV - service				
96	The supplier was responsible for delivering the materials in perfect condition, load and unload in the municipality San Luis (Tolima) Via Chicala - Ibagué kilómetro 3, CENOP - International School of the Police Force for Peace CNP. // El proveedor se encargó de entregar los materiales en perfecto estado, cargue y descargue en el municipio San Luis (Tolima) Via Chicala - Ibagué kilómetro 3, CENOP (Escuela Internacional de la Fuerza Policial para la Paz)	1	SV - service				
DELIVERY ADDRESS // LUGAR DE ENTREGA:		Municipio San Luis (Tolima) Via Chicala - Ibagué kilómetro 3, CENOP, Colombia					
Sub-total				0.00			
Iva (Only for local vendors)		19%		0.00			
Total				0.00			

CONDICIONES DE PAGO/PAYMENT TERMS (Marque con una equis)

1 **Acepta el pago 30 días después de recibir los ítems o servicios?** YES - SI NO

Do you accept 30 days payment after receipt of goods or Services?

2 **Acepta el pago con tarjeta de crédito o con tarjeta de débito para compras menores a \$20.000 dólares o su equivalente en pesos?** YES - SI NO

Do you accept payment with credit or debit card for purchases less than \$20,000 dollars or its equivalent in pesos?

equivalente en pesos? Este pago se realizara despues de recibir los elementos a satisfaccion

Do you accept payment with Visa Credit card for purchases of \$25.000USD or below?

YES - SI

NO

Datos de la empresa/ Company info (Son obligatorios para procesar su cotización/Mandatory for procesing the RFQ)

Escriba aqui	
1	Nombre exacto de la compañía como razon social y como aparece en la factura (Company name):
2	DUNS Nuumber or Nit de la empresa:
3	Nombre del representante legal (Legal representative):
4	Nombre del vendedor (Seller's name):
5	Email del contacto (correo electrónico):
6	Dirección completa (Address):
7	Ciudad (City):
8	Teléfonos (Telephone/Fax):
9	Garantía de producto o servicio (Warranty):
10	Oferta válida hasta (Dead line of your offer):

NOTAS/Notes:

* El Proveedor Seleccionado deberá entregar el material mediante Remision la cual deberá tener firma y nombre de quien recibe y esta se adjuntara a la factura como soporte
The selected vendor shall delivery the materials under packing list which must be signed and include the name of the person who receives the items. This will be attached to the invoice

* El Gobierno de los Estados Unidos intentara adjudicar una orden contra esta solicitud, sin embargo, nos reservamos el derecho de hacer múltiples órdenes/ The USG will try to issue only one Purchase Order, however, it is also possible to open more than one Purchase Order for this request

Los impuestos podran ser cobrados UNICAMENTE cuando se expida una factura comercial. Para cuentas de cobro no aplican impuestos

Taxes can be charged ONLY when a commercial invoice is submitted. For Cuentas de Cobro the taxes are not allowed.

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

El Contratista debe presentar la (s) factura (s) para el pago una vez que el Gobierno reciba los productos y / o servicios No se permiten pagos por adelantado.