

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WF7LKT10530402		PAGE 1 OF 34				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-11-T-0026		6. SOLICITATION ISSUE DATE 02-Mar-2011		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MICHAEL HAYDO				b. TELEPHONE NUMBER (No Collect Calls) 571-383-4231		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 24 Mar 2011		
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP, UNIT 5136 APO AA 34038-5136 TEL: 011-571383-2552 FAX: 011-571383-2084			CODE W913FT		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO USMILGP COLOMBIA - TAFT MELGAR JOSE AYALALUNA AVIATION TAFT TOLEMAIDA TEL: 311-254-8680 FAX:			CODE WF7LKT		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR TEL.			CODE		18a. PAYMENT WILL BE MADE BY CODE			CODE		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

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

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

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

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Office Container FFP SEE ATTACHED SOW. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT10530402	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Taxes FFP IVA Taxes FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT10530402	1	Lot		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30 dys. ADC	1	USMILGP COLOMBIA - TAFT MELGAR JOSE AYALALUNA AVIATION TAFT TOLEMAIDA 311-254-8680 FOB: Destination	WF7LKT
0002	30 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.214-34	Submission Of Offers In The English Language	APR 1991
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
252.225-7041	Correspondence in English	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

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

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

Low Price Technically Acceptable

Technical and past performance, when combined, are less than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

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

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

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

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

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

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

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

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

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

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

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

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

Over 1,000 Over \$17 million

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

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

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

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

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

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

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

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

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

Line Item No.

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

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

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

Canadian or Israeli End Products:

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

_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

(List as necessary)

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

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

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

() (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) (X) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: -----.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other -----.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name -----.

TIN -----.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2011)

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

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

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

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

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

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

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

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (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 (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

___ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (9) [Reserved].

___ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

___ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

___ (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (iv) Alternate III (JUL 2010) of 52.219-9.
- ___ (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ___ (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- X (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- ___ (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

___ (27) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (28) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

___ (29) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (30) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

___ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (32)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

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

___ (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

___ (34) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (35)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

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

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

___ (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (37) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (40) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

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

___ (42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

X (43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (45) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

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

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

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

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

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

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

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

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

(iii) Reserved.

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

(vii) 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.

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

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

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

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

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the USMILGRP rate in effect as follows:

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

(b) For acquisitions conducted using negotiation procedures--

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

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

(End of provision)

52.252-1 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):

www.farsite.hill.af.mil

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.farsite.hill.af.mil

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2011)

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

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

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

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

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

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2010) (15 U.S.C. 637 note).

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

(ii) Alternate I (DEC 2010) of 252.225-7001.

- (6) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (7) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) ___ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (9) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) (i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (SEP 2008)
- (iii) ___ Alternate II (DEC 2010) of 252.225-7021.
- (12) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUL 2009) of 252.225-7036.
- (iii) ___ Alternate II (DEC 2010) of 252.225-7036.
- (iv) ___ Alternate III (DEC 2010) of 252.225-7036.
- (15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(22) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(23) 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

(24) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

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

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

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

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

(26) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

(1) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

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

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

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

NAME OF TAX: IVA RATE: 16%

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

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is

obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

STATEMENT OF WORK

STATEMENT OF WORK (SOW) OFFICE CONTAINER

1.0 SCOPE OF WORK: The contractor shall provide drawings, construction and all finish works to deliver one (1) twenty (20) foot office container large enough to accommodate 6 people. The container shall be in good condition, painted, with one (1) door, two (2) aluminum windows, complete insulation, ceiling and walls covered, and floor finished. Electrical connections and installations shall include regulated outlets, lights and voice and data points for 6 work stations. The Contractor shall include and install two (2) air conditioning (A/C) units. The exact placement and site conditions shall be verified during the site visit. This project is in Base Aerea, Melgar, Tolima.

2.0 PRELIMINARIES

All drawings shall be performed by registered engineers. All drawings shall be submitted to the Project Engineer (PE) for approval within 15 days of contract award, and no work shall commence until all drawings are approved.

2.1 Architectonic, Electrical and Mechanical Drawings: The contractor shall provide architectonic drawings with details in accordance with pre-design. Contractor shall provide the scheme for A/C system. Contractor shall provide electrical network drawings for the electrical system installations. Drawings shall estimate normal daily electrical consumption of the office container plus an additional 30%. Listed Below are the minimum standards:

- Official resistance according to norm IEEE (Institute of Electrical and Electronic Engineer 142-4.1.2)
- Electrodes material according to NEC (National Electric Code) 250-52-c (2)
- Electrode size type of rod NEC 250-52-c (3)
- Separation between electrodes NEC 250-56
- Connections quality NEC 250-70
- Caliber of mesh conductors NEC 250-50 (d)
- Caliber of grounded conductor NEC 250-66
- Cables quality NEC 250-50
- Interconnection of PT NEC 250-68
- Accessibility to electrode NEC 250-68
- Iron fittings equal potency EI/TIA 607-5.4
- Circulating current IEEE 1100 table 4.3
- Protection against stroke of lightings according to model under NTC 4552 y/o IEC 61024-1-2

Electrical drawings and specifications standards that apply are NEC /ANSI (American National Standard Institute) /EIA (U.S. Energy Information Administration) /TIA (Telecommunication Industry Association)/NFPA (National Fire Protection Association) as applicable.. During the site visit, the existing power line shall be reviewed to define connection to the new facility.

3.0 SPECIFICATIONS

3.1 Container: The Contractor shall provide a 20 feet container painted with one (1) coat each of anticorrosive and enamel, and asphalt roof coating. The finished container shall be installed ready in Base Aerea, Melgar.

3.2 Door: Contractor shall provide and install metal door frames in 18 caliber cold rolled laminate, painted with anticorrosive paint a minimum of 3 mils, and two (2) coats of enamel. Contractor shall include insulation in the door in accordance with weather conditions.

3.3 Walls: The Contractor shall provide and install a cover material in the walls of the office container and an appropriate insulation inside for weather conditions on site as fiber cement material or similar. The finish material shall be painted. All colors, styles, types and sizes must be approved by the PE a minimum of eight (8) working days prior to installation.

3.4 Ceiling: The Contractor shall provide and install a ceiling to include all accessories and appropriate insulation. The materials may be similar to that used for the walls, and shall be painted. All colors, styles, types and sizes must be approved by the PE a minimum of eight (8) working days prior to installation.

3.5 Windows: The Contractor shall provide and install two (2) aluminum windows with frames accordance with the pre-design. Window dimensions shall be no larger than 1 meter X 1 meter, and include all accessories such as fasteners, hardware, 6mm glass, and anchorage system. The windows shall not be installed without previous authorization from the PE. The extruded aluminum shall be 6063-T5 alloy and temper with a minimum ultimate tensile strength of 22,000 psi. Comply with ASTM (American Society for Testing of Materials) B 221.

3.6 Paint: It is recommended that the manufacturers be national industries of the highest quality. Materials specifications, name brands, and colors shall be submitted for PE approval, before paint may be applied. All paint shall be delivered in its original unopened packaging with label intact. The lining of ceilings, eaves, and any other part specified in the plans shall have two coats of standard acrylic highest quality paint, resistant to weather or temperature changes. Contractor shall provide samples of wall and ceiling colors and exterior colors, for PE approval, before paint may be applied.

3.7 Interior Painting: Includes three coats of Viniltex or Pintuco paint (or equal). Contractor shall provide samples of wall colors, and veneers for PE approval prior to start of painting.

3.8 Floor Finish: Contractor shall provide and install an aluminum corrugated or similar floor finish. Colors, styles, types and sizes must be approved by the PE a minimum of eight (8) working days prior to installation.

3.9 Workstations: The Contractor shall supply six individual workstations. This includes one (1) filing cabinet for each workstation, surface and top supports. Each proposal must include a photo or descriptive literature of the proposed workstation design.

3.10 Desk Surfaces: The desk surface shall meet the following minimum specifications: 25mm agglomerate covered with high pressure laminated type Formica F6 on the top surface, high pressure laminated F8 on the bottom, and a PVC edge. The thickness shall be a minimum of 0.60m, and include adjustments to provide continuity to the entire surface area. The filing Cabinets 2x1 shall meet the following minimum specifications: Mixed filing cabinet with two conventional drawers and one for hanging files legal size with American type guides that open completely. It shall be metal with electrostatic paint, and include a lock (each one must have a code engraved corresponding key and a metal tray for pencils. Minimum dimensions are: 0.40" wide by 0.50" deep, and match the surface of the desk. The cabinets shall include sufficient space to allow passing of file tabs without difficulty (minimum 2.5cm from the edge of the hanging folder). The metal supports/posts shall meet the following minimum specifications: Be sufficiently rigid, painted with electrostatic paint, and have stops with anti-sliding coating on the legs. The surfaces shall be supported on the 2x1 filing cabinet where the foregoing support is not available. Surface supports and 2x1 cabinets shall allow space for a bottom perimeter conduit in the work area. The Contractor shall include the dimensions and description of the metal supports and posts in their proposal, and provide samples of workstations for PE approval a minimum of eight (8) working days prior to purchase.

3.11 Chairs: The Contractor shall provide six (6) armless, reclining, chairs, in accordance with each desk type. The Contractor shall provide documentation for each chair proposed to the PE for approval, a minimum of eight (8) working days prior to purchase. The chairs shall have adjustments of back and blockade, with the back a minimum

40cm high. They shall include a pneumatic mechanism for up to a height of 60cm. This chair shall be covered in Hilat cloth with Scotch guard or equivalent.

3.12 Air Conditioning: Contractor shall provide and install two (2) A/C units with the size appropriate for 6 people and 6 workstations in weather conditions of the site. Contractor shall submit type and size which must be approved by the PE a minimum of eight (8) working days prior to installation. Each A/C shall be 18,000 BTU at minimum.

3.13 Electrical: The internal electrical construction shall be in accordance with the electric regulations in effect in Colombia, NEC/ANSI/EIA/TIA/IEEE/NFPA, and allow for a 30% capacity above the maximum normal usage of all electrical systems simultaneously. All drawings and systems shall conform to IEC 61024-1-2, NTC 4552, NTC 2050 (Norma Técnica Colombiana) and RETIE (Reglamento Técnico para Instalaciones Eléctricas). The system shall contain grounding systems.

NOTE: Wiring shall fulfill the following requirements.

- All energy cables shall be American Wire Gauge (AWG) and have isolation Thermoplastic Heat and Water Resistant (TWH) Insulated Wire of the caliber specified and calculated IAW the calculated electric bulging loads, subject to the following color code:

Green:	Earth.
White:	Neutral.
Black:	Not regulated.
Yellow, red, blue:	Regulated.

- This code shall flow from the electrical board of distribution to the final point of exit. Joints within the system are not allowed. They shall only be in the boxes.
- Protection elements shall be from a national and recognized manufacturer, all of the same brand preferred.
- All cable ends or joints shall have terminals or spring-like connectors appropriate for the conductors.

Laws and Codes: All material, equipment, and work shall be done according to the plans, specifications and standards established by the Colombian regulation and electric installations, the National Electrical Code, with no additional cost to the US government, even when not included in the specifications.

Materials and Work Performance: All material and equipment shall be new and from accredited companies, approved by the Underwriter Laboratories, Inc. of the United States, from the VDE (Association for Electric, Electronic and Information Technologies) of Germany, or by similar entities upon prior written approval of the PE.

Cuts and Repairs: Cuts, ditches, excavations, fills, repairs etc. shall be by masonry according to the instructions in the Electricity Section. All pipes, boxes, accessories, etc. shall be adjusted and installed before the concrete is poured.

3.13.1 Electrical Connections: Shall be underground Polyvinyl (PVC) and include distribution switchboard and all elements. The main feed and distribution system shall comply with Colombian Electrical Code (NTC-2050).

3.13.2 Electrical Installations: All electrical networks shall be in accordance to the NTC-2050. Cable shall be Thermoplastic Heat and Water Resistant Nylon Coated (THWN). The Contractor shall provide calculus records showing actual load and estimated reserve charge with cable caliber for PE approval before final contract acceptance. All outlets shall be grounded, and correspond to the needs of the project.

3.13.3 Grounded System: All electric system shall be grounded as established by the NTC 2050 and RETIE.

3.13.4 Electrical outlets, apparatus and lights: The Contractor shall provide all switches and outlets for the outlet boxes. These shall be "Luminex", "Ambia Blanca", or equal. Light switches shall be one pole, two poles and moved two ways at 15 amps, 120 volts, AC, lever operation, NEMA (National Electric Manufacturer Association) standard, specification Grade, silent type. Outlets shall be double with ground pole, 110 V / 15 Amp. Lights shall

be fluorescent with grid, embed type, 4 x 32 W. All areas shall provide a minimum of 400 luxes. Lighting levels shall be verified at least 1 hour after dark. Switches shall be located at the right hand of each door. A sample of all electrical components shall be provided for PE approval a minimum of eight (8) working days prior to installation.

3.13.5 Distribution Panel. The panel shall be supplied and installed according to a panel program. It shall be rebar and terminal for neutral, and a ground rebar. The circuit breakers shall be connected to the rebar, and the load balanced. The panel shall be embedded correctly and only accessible through the front. The circuit protection devices shall be thermo-magnetic for 60 cycles at capacities indicated in the plans, but never lower than 10,000 amps in a short circuit. All boards shall include signs to identify each circuit or feeder. Outlets for 220 volts shall also include separate identification. The end-user shall be given two sets of instructions.

3.13.6 Bare Continuity Conductor: All EMT (Electric Metallic Tubing) out ducts and conduits and/or metal cable trays shall have a bare continuity lead (directly connected to the grounding barrage of the power circuit panel) in a gauge that complies with Colombian electrical standards.

3.13.7 Conductors: Conductors shall be copper with thermoplastic insulation, type Thermoplastic, High Heat Nylon (THHN) jacket insulation unless otherwise specified. The insulation shall be for 600 volts service. All wires shall be AWG No. 12 gage unless plans or specifications indicate otherwise. Gauges lower than No. 12 are only authorized for signals or controls. Conductor's gauge 10 or less shall be less solid. All gauges shall meet the American Wire Gauge system. Like colors shall be used in the different phases, with a uniform color throughout the building, according to the NEC. Conductors in only one color shall be covered with colored tape. No wire joints are authorized. The lines shall be continuous from box to box. The outlet or register box connections shall be No. 8 or smaller, and manufactured by a PE approved company. All terminals shall have at least 20 cm of the wire shall be left for light connections and other devices.

All the electric conductors shall meet the following requirements:

- a) Galvanized, thin wall rigid conduit, or thick wall rigid conduit according to the UL standards, having the identification of the manufacturer and the UL seal. All union and connection accessories shall be the compression type and waterproof. Cuts shall be square and long enough for the connectors to provide good ground continuity. Connectors 1" or greater in diameter shall be insulated. When good ground continuity cannot be guaranteed, nuts with a ground terminal shall be connected to the box by a copper bridge bare conductor according to Colombian code
- b) PVC thick wall, and thin wall, non-metallic rigid conduits shall be 26 cell, NEMA TC-2, and all accessories thick wall PVC SDR 26 (Size diameter ratio), or equal. It shall be for 90° C and resistant to sunlight, with all unions and connection accessories made of PVC, sealed with a cement solvent. Conduit cuts shall be square and the connectors attached firmly to boxes or cabinets. For grounding continuity, a copper protection conductor shall also be attached to a bare, or with green cover layout conduit connector at the required gauge according to code.
- c) Metallic, galvanized flexible conduit that cannot be tightly sealed, shall be tightened with a tape loop, according to UL (Underwriters Lab Mark) standards. Unions shall insure good grounding continuity. Connectors 1" or greater diameters shall be insulated. It shall have connectors with bare or green cover protection, a copper conductor of the required gage for a non-metallic rigid conduit.
- d) Galvanized flexible conduit, and accessories shall be watertight. Conduit 1" or greater diameter shall also be insulated. A protection conductor shall be necessary for metallic flexible conduit that is not water tight.
- e) Pipes shall have the necessary diameter and be in agreement with U.S. and Colombian codes, unless otherwise specified. No conduit shall have a diameter less than ½".
- f) All conduit installations shall not cross floor openings, opening in plumbing tubes, other sections or ducts, and not weaken or interfere with the structure of the building.

g) All conduit placement, outlet boxes, and panels shall be approved by the PE before placement. Wood spigots are not authorized. In horizontal runs, rigid layout conduit shall be placed at distances less than seven (7) feet between boxes. A support shall be placed three (3) feet or less from the outlet box or cabinet, with a curve greater than 45°; or a layout conduit joint. For conduit support, accessories such as clamps, or trapezes, shall be used. Non-metallic, thin wall rigid layout conduit with ½” and ¾” diameters shall be placed at intervals less than four (4) feet.

h) The metallic flexible conduit shall be attached with specially manufactured accessories every 4-1/2 feet, but not greater than 12 inches from outlets cabinets.

i) Areas with a false ceilings shall have the installation of the conduit depending on the type installed. The layout conduit shall be firmly attached to the structure without wires for support. The layout conduit shall not be supported by any equipment, duct, or pipe from other areas.

j) The layout conduit in visible areas shall be embedded, unless otherwise indicated in the specifications. When superficial layout is necessary, it shall be parallel or square to the structural forms of the building. Superficial layout conduit shall be supported rigidly every six (6) feet, and supported independently from the register boxes.

k) Register boxes shall be rigidly attached to the structure of the building.

l) If Contractor has a run between two (2) outlets or two (2) panels, or a panel and an outlet, and the conduit is exposed; the conduit shall not be bent more than three (3) times between each example. Additionally, the maximum allowable bend in the conduit shall not exceed 90 degrees. With no more than 10 feet between outlets.

m) All conduit damaged during installation shall be replaced. When register boxes are necessary, they shall be accessible, but not visible, and not marring the building finish. If only visible areas are available for installation, contractor shall seek PE approval on placement. Switch boxes are not permitted for use as register boxes.

n) Conduit curves shall be done so that the ends are not damaged, and the internal diameter is not smaller. The interior radius of the curve shall not be less than six times the nominal diameter of the conduit. For conduits greater than 2”, the Contractor shall use pre-manufactured elbows, and shall make the bends with a one-shot bending machine. The bends for non-metallic PVC rigid conduit shall be made only using indirect heat, never allowing a direct flame. The conduit ends shall be scarified to avoid cutting edges.

o) For non metallic PVC layout conduit in continuous, straight runs with more than 15m exposed to considerable temperature changes, shall have expansion joints

p) For lights installed on a false ceiling in the last track of feeding, a metal flexible conduit, or a metal flexible multiple conductor cable using a register box at the light, as well as in the main rigid layout conduit shall be used.

q) Lights installed on the surface or hanging from the structure shall be installed according to the plans, with manufacturer recommended accessories, or another PE approved system.

r) The layout conduit in movable fixtures shall be flexible multiple conductor cable or with a metal flexible conduit, in humid areas. In fixtures with plumbing outlet accessories, a watertight flexible cable shall be used.

s) In the installation, all the ends of the layout conduit, including those in cabinets and boxes shall be properly closed using plugs and not paper or rags.

3.14 Voice and data point: The contractor shall provide, install and connect two voice and data outlets in the office area. Characteristics of installation, fabrications and test shall fulfill the following standards:

EIA/TIA-568B.1	Standard Commercial Building Telecommunications Wiring Standard.
----------------	--

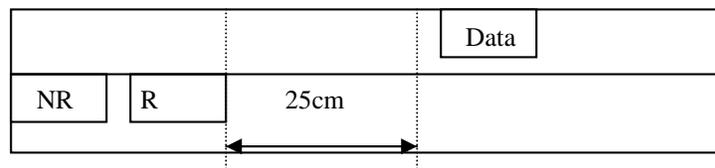
EIA/TIA-568B.2	100-ohm twisted-pair cabling standard.
EIA/TIA-568B.2-1	Category 6.
EIA/TIA-568B.3	Optical fiber cabling Standard.
EIA/TIA-569A	Commercial Building Standard for Telecommunications pathways and spaces.
EIA/TIA 606A	The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.
EIA/TIA 607	Commercial Building and Bonding Requirements for Telecommunications. Last Edition.
ISO/IEC 11801	The international Organization for Standardization / the International Electro technical Commission. Specifies generic cabling for use within commercial premises. Single or multiple buildings on a campus.

IEC: International Electrotechnical Commission/ISO: International Organization for Standardization

The cable Category 6 shall fulfill the following performance standards, measured in 100 meters with 4 connections.

FREQUENCY (MHZ)	INSERTION LOSS (DB)	NEXT (DB)	PSNEXT (DB)	ELFEXT (DB)	PSELFEXT (DB)	RETURN LOSS (DB)
1	2	75,4	73,8	75,2	74	25
4	3,8	73,4	72,3	63,1	61,9	25
8	5,4	68,6	67,4	57,1	55,9	25
10	5,9	67	65,8	55,2	54	25
16	7,5	63,6	62,4	51,1	49,9	24
20	8,4	62	60,8	49,1	47,9	23,5
25	9,4	60,4	59,1	47,2	46	23
31,25	10,6	58,8	57,5	45,3	44,1	22,5
62,5	15,3	53,8	52,4	39,2	38	20
100	19,8	50,3	48,9	35,2	34	18
200	29,2	45,2	43,7	29,1	27,9	15
250	33,3	43,5	42	27,2	26	14

- The cable category shall be six (TIA/EIA 568B.2-1 Category 6). All voice and data points shall be certified by calibrated equipment. This shall be certified using the “channel” operation method. The data network shall be in a channel with antistatic screened painting and with an internal division for communication cables and energy. Each cavity shall maintain forty (40) percent of its capacity free. For the installation of data points, the buses and data exits are left separated from energy at least 25cm as indicated in the scheme shown below:



- All the lines for electrical outlets shall be stacked in a box, with no derivations or pipe unions. Lines shall be differentiated as regulated & non regulated, and marked with their respective voltage. The system shall be left ready so the energy can be driven from the generator, through a system of automatic transfer.

NOTE: Contactor may subcontract those works, but the subcontractor shall be ISO 9001:2000 certified Voice and

data network and installation.

- Certificate shall be issued by Underwriters Laboratories to the manufacturer of the offered products in where the performance of the communication channel of wiring of 100 meters is approved, with 4 connections, in two configurations with different distances. Elements indicated in the UL certificate shall be the same as the offered elements.
- Copies of at least five (5) guarantees processed by the manufacturer, in projects executed by him.
- Manufacturer's information that guarantees the current wiring system for 20 years.
- Letter signed by a legal representative that indicates the installed structured wiring elements conform to the communication channel are of ONLY one brand (To specify brand in this letter).
- Electrical Engineers Professional card of the Engineer who is performing this work.
- Catalogues or copies of the detailed specifications (they can be in English or Spanish language).

At a minimum, the following elements shall be used to accomplish the project:

- Electrical net: Wiring, Breakers, outlets and canal.
- Networks Logics: Wiring, jacks, and patch panel.

PRICE LIST

OFFICE CONTAINER BASE DE FUERZA AEREA, MELGAR, TOLIMA, COLOMBIA						
Item	Description	Unit	Quantity	Unit. Value	T. Value COP\$	T. Value US\$
1	DRAWINGS				\$ -	\$ -
1.1	Drawings (Architectonic, Electrical and Mechanical)	ea	1	\$ -	\$ -	\$ -
2	CARPENTRY				\$ -	\$ -
2.1	Container	Un	1	\$ -	\$ -	\$ -
2.2	Door and metallic frame for entrance to offices in cold rolled cal 18 painted with anticorrosive and final finishing in enamel. Include acoustic/thermal isolation in polyurethane high density	Un	1	\$ -	\$ -	\$ -
2.3	Aluminum windows	m2	2	\$ -	\$ -	\$ -

3 FINISHING					\$	\$
					-	-
3.1	Painting for container (anticorrosive and enamel)	m2	72.5	\$	\$	\$
				-	-	-
3.2	Asphalt coat to protect roof	m2	15.0	\$	\$	\$
				-	-	-
3.3	Isolation (walls and roof)	m2	55.5	\$	\$	\$
				-	-	-
3.4	Floor finished over the existing plywood of the container (include floor board)	m2	15.0	\$	\$	\$
				-	-	-
3.5	Ceiling and walls cover in fiber cement painted	m2	57.5	\$	\$	\$
				-	-	-
4 ELECTRICAL INSTALLATIONS					\$	\$
					-	-
4.1	Electrical connection	ea	1	\$	\$	\$
				-	-	-
4.2	Internal electrical installation	ea	1	\$	\$	\$
				-	-	-
4.3	Electrical outlets	Un	12	\$	\$	\$
				-	-	-
4.4	Regulated outlets	Un	6	\$	\$	\$
				-	-	-
4.5	Lights	ea	1	\$	\$	\$
				-	-	-
4.6	Voice and data points	Un	6	\$	\$	\$
				-	-	-
4.7	Air conditioning	Un	2	\$	\$	\$
				-	-	-
5 FURNITURE					\$	\$
					-	-
5.1	Desks including filling cabinets	Un	6	\$	\$	\$
				-	-	-
5.2	Chairs	Un	6	\$	\$	\$
				-	-	-
	SUM OF ITEM	\$			\$	\$
		1,700			-	-
	Administration and Unforeseen (A,U)	15%			\$	\$
					-	-
	TOTAL ESTIMATED COST US GOVERNMENT				\$	\$
					-	-
	SUM OF ITEMS				\$	\$
					-	-

Estimated IVA (TAXES) for Contractor	16%			\$	\$
Estimated Profit for Contractor	5%			-	-
TOTAL ESTIMATED COST FOR CONTRACTOR				\$	\$
Execution Time in Calendar Days	30 Days			-	-
Payment form					
Guarantee					
Exchange Rate	USD\$1 = COL\$1700				