

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W913FT-11-R-0013	6. SOLICITATION ISSUE DATE 18-Mar-2011
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME ROSALBA MATEUS	b. TELEPHONE NUMBER (No Collect Calls) 571-383-2552	8. OFFER DUE DATE/LOCAL TIME 02:00 PM 11 Apr 2011
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9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CALLE 24BIS #48-50 USMILGP CONTRACTING BOGOTA TEL: FAX:	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	12. DISCOUNT TERMS
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15. DELIVER TO ARMADA NACIONAL DE COLOMBIA CAROLINA AVENDANO/ARMIRA HERNANDEZ MINISTERIO DE DEFENSA DEPOSITO ADUANERO HABILITADO DIRECCION DE COMERCIO EXTERIOR BOGOTA TEL: 571-414-3757 FAX:	CODE WF7LKT	16. ADMINISTERED BY CODE
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17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE	CODE	18a. PAYMENT WILL BE MADE BY CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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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)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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 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:
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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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001	Spare Parts FFP Spare parts for F350 Motor Yamaha or equivalent as stated in the list below.	1	Lot		
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PRICES SHALL INCLUDE DOOR TO DOOR SHIPPING TO BOGOTA-COLOMBIA.

FOB: Destination
PURCHASE REQUEST NUMBER: WF7LKT03640700

NET AMT

F350HP YAMAHA MOTOR SPARE PARTS OR EQUIVALENT					
ITEM	REFERENCE	PART NUMBER	SALIENT CHARACTERISTICS	QTY	UNIT
SPARE PARTS / MAINTENANCE 100 HOUR OPERATION OF THE ENGINE					
1	Oil Seal	P/N 9043008020	Oil seal Diam Int. 8 mm x Diam. Ext. 12 mm x Height 1 mm	46	EACH
2	Engine Oil	P/N SAE 20W50 SL	Multigrade Lubricant for Gasoline Engines	207	EACH
3	Gear Oil	P/N SAE 90 GL-5	Monograde Lubricant for gear	92	EACH
SPARE PARTS / MAINTENANCE 300 HOUR OPERATION OF THE ENGINE					
4	Oil filter	P/N N261344000	Full Flow Filter. This have a bypass most of the oil flowed directly from the oil pan to the engine working parts.	23	EACH
5	Boat filter	P/N 9079446868	10 Micron fuel separator filter	23	EACH
6	Fuel feed pump filter	P/N 6AW2450200	Fuel filter for 200 Kpa fuel pressure	23	EACH
7	Fuel filter	P/N 6P3WS24A00	Fuel filter for 200 Kpa fuel pressure	23	EACH
SPARE PARTS / MAINTENANCE 500 HOUR OPERATION OF THE ENGINE					
8	Spark Plug	P/N 9470200400	NGK LFR6A-11 / 1.1 mm gap clearance	126	EACH
9	Anode	P/N 6AW1132R00	Thermostat Anode (Zinc) 6 X 10 mm	42	EACH
10	Anode	P/N 6AW1132L00	Exhaust Manifold Anode (Zinc) 15 x 32 mm	42	EACH
11	Anode	P/N 6AW1132M00	Exhaust Manifold Anode (Zinc) 25 x 60 mm	42	EACH
12	Anode	P/N 6AW1132S00	Upper casing Anode (Zinc) 15 x 32 mm	21	EACH
13	Anode	P/N 6G54525102	Power Trim & Tilt Anode (Zinc) 204 X 48 X 15 mm	21	EACH
14	Gasket	P/N 6AW4431500	Water Pump Gasket (20 x 10.5 x 1.1 mm)	21	EACH
15	Plate	P/N 6AW4432300	Outer Plate Cartridge (Std) (20 x 10.5 x 1.1 mm)	21	EACH
16	Cartridge	P/N 6AW4432200	Insert Cartridge (Std) 89 x 36 mm	21	EACH
17	Impeller	P/N 6AW4435200	Impeller Diam. 89mm Height 36 mm	21	EACH
18	Key	P/N 6AW4433600	Flat Key 36 mm Height	21	EACH
19	Anode	P/N 6AW4537300	Lower Casing & Drive Anode (Zinc) 120 x 85 mm	21	EACH
SPARE PARTS / MAINTENANCE 1000 HOUR OPERATION OF THE ENGINE					
20	Oil filter	P/N N261344000	Full Flow Filter. This have a bypass most of the oil flowed directly from the oil pan to the engine working parts.	23	EACH
21	Boat filter	P/N 9079446868	10 Micron fuel separator filter	23	EACH
22	Fuel feed pump filter	P/N 6AW2450200	Fuel filter for 200 Kpa fuel pressure	23	EACH
23	Fuel filter	P/N 6P3WS24A00	Fuel filter for 200 Kpa fuel pressure	23	EACH
24	Spark Plug	P/N 9470200400	NGK LFR6A-11 / 1.1 mm gap clearance	138	EACH
25	Anode	P/N 6AW1132R00	Thermostat Anode (Zinc) 6 X 10 mm	46	EACH

F350HP YAMAHA MOTOR SPARE PARTS OR EQUIVALENT					
ITEM	REFERENCE	PART NUMBER	SALIENT CHARACTERISTICS	QTY	UNIT
26	Anode	P/N 6AW1132L00	Exhaust Manifold Anode (Zinc) 15 x 32 mm	46	EACH
27	Anode	P/N 6AW1132M00	Exhaust Manifold Anode (Zinc) 25 x 60 mm	46	EACH
28	Anode	P/N 6AW1132S00	Upper casing Anode (Zinc) 15 x 32 mm	23	EACH
29	Anode	P/N 6G54525102	Power Trim & Tilt Anode (Zinc) 204 X 48 X 15 mm	23	EACH
30	Gasket	P/N 6AW4431500	Water Pump Gasket (20 x 10.5 x 1.1 mm)	23	EACH
31	Plate	P/N 6AW4432300	Outer Plate Cartridge (Std) (20 x 10.5 x 1.1 mm)	23	EACH
32	Cartridge	P/N 6AW4432200	Insert Cartridge (Std) 89 x 36 mm	23	EACH
33	Impeller	P/N 6AW4435200	Impeller Diam. 89mm Height 36 mm	23	EACH
34	Key	P/N 6AW4433600	Flat Key 36 mm Height	23	EACH
35	Anode	P/N 6AW4537300	Lower Casing & Drive Anode (Zinc) 120 x 85 mm	23	EACH
36	Thermostat	P/N 6AW1241100	Opening temp. 58 - 62 °C Full opening temp 70 °C Valve open lower limit 5 mm	46	EACH
37	Timing Belt	P/N 6AWW462400	Belt with rotor bolts (179 Teeth 19 x 25 mm)	23	EACH
38	Needles kit	P/N 6P21454600	Valve Needle code EAT311 65 mm height	23	EACH
40	Oil seal injector	P/N 6AW1410B00	Packing kit (inlet O-ring 8 x 1 mm & outlet O-ring 11 x 1 mm)	276	EACH
41	Oil seal	P/N 9310128004	Double set water pump oil seal (lower unit) Int. Diam 30 mm x 35 mm Ext Diam. 5 mm height	46	EACH
42	Oil seal	P/N 9310135018	Double set housing oil seal (lower unit) 30 mm x 35 mm Ext Diam. 5 mm height	46	EACH
SPARE PARTS / MAINTENANCE 3000 HOUR OPERATION OF THE ENGINE					
43	Oil filter	P/N N261344000	Full Flow Filter. This have a bypass most of the oil flowed directly from the oil pan to the engine working parts.	18	EACH
44	Boat filter	P/N 9079446868	10 Micron fuel separator filter	18	EACH
45	Fuel feed pump filter	P/N 6AW2450200	Fuel filter for 200 Kpa fuel pressure	18	EACH
46	Fuel filter	P/N 6P3WS24A00	Fuel filter for 200 Kpa fuel pressure	18	EACH
47	Spark plug	P/N 9470200400	NGK LFR6A-11 / 1.1 mm gap clearance	108	EACH
48	Anode	P/N 6AW1132R00	Thermostat Anode (Zinc) 6 X 10 mm	36	EACH
49	Anode	P/N 6AW1132L00	Exhaust Manifold Anode (Zinc) 15 x 32 mm	36	EACH
50	Anode	P/N 6AW1132M00	Exhaust Manifold Anode (Zinc) 25 x 60 mm	36	EACH
51	Anode	P/N 6AW1132S00	Upper casing Anode (Zinc) 15 x 32	18	EACH

F350HP YAMAHA MOTOR SPARE PARTS OR EQUIVALENT					
ITEM	REFERENCE	PART NUMBER	SALIENT CHARACTERISTICS	QTY	UNIT
			mm		
52	Anode	P/N 6G54525102	Power Trim & Tilt Anode (Zinc) 204 X 48 X 15 mm	18	EACH
53	Gasket	P/N 6AW4431500	Water Pump Gasket (20 x 10.5 x 1.1 mm)	18	EACH
54	Plate	P/N 6AW4432300	Outer Plate Cartridge (Std) (20 x 10.5 x 1.1 mm)	18	EACH
55	Cartridge	P/N 6AW4432200	Insert Cartridge (Std) 89 x 36 mm	18	EACH
56	Impeller	P/N 6AW4435200	Impeller Diam. 89mm Height 36 mm	18	EACH
57	Key	P/N 6AW4433600	Flat Key 36 mm Height	18	EACH
58	Anode	P/N 6AW4537300	Lower Casing & Drive Anode (Zinc) 120 x 85 mm	18	EACH
59	Thermostat	P/N 6AW1241100	Opening temp. 58 - 62 °C Full opening temp 70 °C Valve open lower limit 5 mm	36	EACH
60	Timing belt	P/N 6AWW462400	Belt with rotor bolts (179 Teeth 19 x 25 mm)	18	EACH
61	Needles kit	P/N 6P21454600	Valve Needle code EAT311 65 mm height	18	KIT
62	Oil seal Injector	P/N 6AW1410B00	Packing kit (inlet O-ring 8 x 1 mm & outlet O-ring 11 x 1 mm)	216	EACH
63	Plane bearing	P/N 6AW1141700	Plane bearing, crankshaft (Yellow) 2.488 - 2.494 mm	90	EACH
64	Plane bearing	P/N 6AW1141600	Plane bearing, crankshaft (Yellow) 2.488 - 2.494 mm	90	EACH
65	Plane Bearing	P/N 63P1165601	Plane bearing, connecting rod (green) 1.496 - 1.502 mm	288	EACH
66	Con rod bolt	P/N 63P1165400	Connecting rod bolt M9 x 44 mm	288	EACH
67	Ring kit	P/N 6AW1160300	Top ring 1.170 - 1.185 mm/ 2nd piston ring 1.17 - 1.19 mm/oil ring 2.40 - 2.47 mm	144	KIT
68	Valve	P/N 6P21211100	Intake valve/ valve clearance 0,20 ± 0,03	288	EACH
69	Valve	P/N 6P21212100	Intake valve/ valve clearance 0,34 ± 0,03	288	EACH
70	Valve seal	P/N 69J1211900	Seal, valve stem 15 x 12 mm	576	EACH
71	Adjust pad	P/N 6S11216800	Pad adjusting (2.320 mm)	576	EACH
72	Belt tensioner	P/N 6P21159000	Tensioner complete (hidraulyc pressure 16 Nm)	18	EACH
73	Oil seal	P/N 69J1135500	Oil pump seal. (65 x 70 x 5 mm)	18	EACH
74	Oil seal	P/N 69J1333800	Oil pump seal. (60 x 65 x 5 mm)	18	EACH
75	Oil seal	P/N 6AW1311900	Oil pump seal. (55 x 60 x 5 mm)	18	EACH
76	Oil seal	P/N 6AW1363100	Oil pump seal. (50 x 55 x 5 mm)	18	EACH
77	O-ring	P/N 9321026658	Oil pump seal. (11 x 1 mm)	36	EACH

F350HP YAMAHA MOTOR SPARE PARTS OR EQUIVALENT					
ITEM	REFERENCE	PART NUMBER	SALIENT CHARACTERISTICS	QTY	UNIT
78	Power Gasket kit	P/N 6AWW000100	Power head gasket kit (24 power head's gasket's) (1) 6AW1118100 Cylinder head gasket (1) 6AW1118200 Cylinder head gasket (1) 6AW1119300 Head cover gasket (1) 6AW1119400 Head cover gasket (1) 6AW1461300 Exhaust pipe gasket (1) 6AW1462300 Exhaust pipe gasket (2) 9321019758 O-ring (2) 9043018130 Gasket (2) 6AW1119500 Gasket (1) 6AW1545100 Crankcase cover gasket (1) 6AW15364 Oil plug gasket (1) 6AW1546100 Crankcase cover gasket (2) 6AW1242700 Housing Cover gasket (2) 9043005002 Gasket (1) 93210207A0 O-ring (1) 6AW1135100 Cylinder gasket (3) 9321026658 O-ring (2) 6AW1466400 water shut grommet (1) 6AW1138100 gasket (4) 9310238008 Oil seal (1) 69J1135500 Cylinder seal (2) 9321026658 O-ring (1) 6AW1347700 Gasket (1) 9321024M79 O-ring	18	KIT

F350HP YAMAHA MOTOR SPARE PARTS OR EQUIVALENT					
ITEM	REFERENCE	PART NUMBER	SALIENT CHARACTERISTICS	QTY	UNIT
79	Lower unit gasket kit	P/N 6AWW000120	Lower unit gasket kit (37 lower unit gasket's) (1) 6AW-15312-00 oil pan gasket (1) 9043014M09 gasket (1) 6AW1341500 Oil strainer seal (1) 9321019MJ3 O-ring (1) 9321033MG4 O-ring (1) 9321028543 O-ring (1) 9321019758 O-ring (1) 6AW4113400 Exhaust manifold gasket (1) 6AW4113800 Exterior seal (1) 6AW4113500 Exhaust manifold (1) 6AW-4113600 Exhaust manifold gasket (1) 6AW4512700 Seal (1) 69J4512300 Muffler gasket (1) 6AW4511300 Upper casing gasket (1) 6AW4436600 Water seal (2) 9043008020 Gasket (1) 9321048214 O-ring (1) 9310112M70 Oil seal (1) 9310924001 Oil seal (1) 9321094003 O-ring (1) 9321037160 O-ring (1) 6AW4436500 water seal damper (1) 6AW4431500 Water pump gasket (2) 9310128004 Oil seal (1) 9321069MG6 O-ring (2) 9310135018 Oil seal (1) 9321110232 O-ring (1) 6AWW007800 Water pump repair kit (1) 6AW44322 Insert cartridge (1) 9321094003 O-ring (1) 9321037160 O-ring (1) 6AW4435200 Impeller (1) 6AW4433600 Key (1) 6AW4432300 Outer plate cartridge (1) 6AW4431500 Water pump gasket (2) 9360612019 Pin dowel (4) 9011908m14 Bolt with washer	18	KIT
80	Top cushion	P/N 6AW445140094	Mount damper, upper side 110 x 55 mm	36	EACH
81	Bottom cushion	P/N 6AW445550094	Mount damper, lower side 110 x 65 mm	36	EACH
82	Anode	P/N 6E51132500	Rectifier & regulator assy Anode (Zinc) 3.5 x 17 mm	144	EACH

F350HP YAMAHA MOTOR SPARE PARTS OR EQUIVALENT					
ITEM	REFERENCE	PART NUMBER	SALIENT CHARACTERISTICS	QTY	UNIT
84	Anode	P/N 6AW4537300	Lower Casing & Drive Anode (Zinc) 120 x 85 mm	18	EACH
85	Oil seal	P/N 9310924001	Water pump oil seal Int. Diam 30 mm x 35 mm Ext Diam. 5 mm height	36	EACH
86	Oil seal	P/N 9310128004	Double set water pump oil seal (lower unit) Int. Diam 30 mm x 35 mm Ext Diam. 5 mm height	36	EACH
87	Oil seal	P/N 9310112M70	Shift shaft oil seal (12.85 x 6.2 mm)	18	EACH
88	O'ring	P/N 9321110232	Lower unit housing o-ring (110 x 115 x 1.5 mm)	18	EACH
89	Oil seal	P/N 9310135018	Double set housing oil seal (lower unit) 30 mm x 35 mm Ext Diam. 5 mm height	36	EACH
90	Pinion kit	P/N 6AW4555000	seal, valve stem 15 x 12 mm	18	KIT
91	Gear	P/N 6AW4557100	Reverse gear (26 Teeth)	18	EACH
92	Bearing	P/N 9339999962	Dual taper roller bearing (35 x 65 x 65 mm)	18	EACH
93	Bearing	P/N 9331193590	Pinion bearing (35 x 40 mm)	18	EACH
94	Gear	P/N 9339000031	Forward gear bearing 110 x 115 x 18 mm	18	EACH
95	Bearing	P/N 9334067011	Forward gear bearing 110 x 115 x 3.5 mm	18	EACH
96	Bearing	P/N 9330621101	Reverse gear bearing 110 x 120 x 18 mm	18	EACH
97	Bearing	P/N 933116359 1	Lower unit housing bearing 30 x 35 mm	18	EACH
98	Washer	P/N 6AW4538300	Washer, claw 110 x 115 x 8 mm	18	EACH
99	Nut	P/N 6AW4538400	Lower unit nut 110 x 120 x 15 mm	36	EACH
100	Key volante	P/N 6AW-W9011-00	Bolt set for rotor assy M10	18	EACH

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30 dys. ADC	1	ARMADA NACIONAL DE COLOMBIA CAROLINA AVENDANO/ARMIRA HERNANDEZ MINISTERIO DE DEFENSA DEPOSITO ADUANERO HABILITADO DIRECCION DE COMERCIO EXTERIOR BOGOTA, COLOMBIA 571-414-3757 FOB: Destination	WF7LKT

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.211-6	Brand Name or Equal	AUG 1999
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
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

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

ADDITIONAL INSTRUCTIONS AND INFORMATION:

1. PROPOSAL SUBMITTAL INSTRUCTIONS: Offerors are required to submit a complete proposal package as listed in Paragraph 2. Proposal packages must be received on or before the solicitation closing date.

a. Proposal packages will be accepted via e-mail to:

Rosalba Mateus
mateusr@tcsc.southcom.mil
mateus.rosalba2@us.army.mil
Commercial: 011-571-383-2552

Alternate:
Annabelle F. Miller
annabelle.miller@tcsc.southcom.mil
annabelle.miller@us.army.mil
Commercial: 011-571-383-4227

b. The Government reserves the right to extend the notification deadline of the solicitation up to the date proposals are initially due.

c. Proposals submitted electronically via e-mail shall be prepared in Microsoft application programs (i.e., Word 2000 and/or Excel 2000). Proposals submitted electronically do not relinquish the Offeror’s responsibility for providing a hard copy of the complete proposal, if the contracting officer requires submission of a hard copy.

d. Minimum Proposal Acceptance Period - The proposal acceptance period is 60 days. The Offeror shall make a clear statement in its Proposal Documentation that the proposal is valid for a period of not less than 60 days from receipt of offers.

2. PROPOSAL FILES Offeror shall submit the following:

a. Certification that the contractor will provide the parts/items on the list included in the solicitation on a brand name or equal basis and that delivery will be completed on or before the delivery date stated in the solicitation. Certification shall clearly indicate that the contractor can meet these two requirements. Certification shall be on the company letterhead and signed by an authorized representative of the company.

If an “equal” item is proposed, contractor shall submit descriptive literature or brochures for the proposed “equal” item that demonstrate that it meets or exceeds the salient characteristics of the requirement. **This is only required if an “Equal” item is proposed.**

If an “equal” item is proposed, the following information shall be provided with the certification. **This is only required if an “Equal” item is proposed.**

Brand Name Proposed: _____
Make and/or Model No.: _____
Manufacturer's Name: _____
Manufacturer’s Address: _____

Manufacturer's Website/URL: _____

- b. Excel pricing spreadsheet containing the list of items/parts, unit price and extended price.
- c. Standard Form 1449, Solicitation/Contract/Order for Commercial Items with Blocks 12, 17a, 30a, 30b and 30c completed by the offeror.. This form shall be signed by an authorized representative of the company. Include acknowledgment of Amendments, if any.
- d. Schedule of Supplies and Services indicating total proposed cost. Total amount should correspond to the total amount in the Excel pricing spreadsheet.
- e. Completed Representations and Certifications

FAR 52.212-3 Offeror Representations and Certifications – Commercial Items Alternate 1

DFARS 252.212-7000 Offeror Representations and Certifications – Commercial Items

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:

1. Technical Acceptability

i. This solicitation includes requirements for the required spare parts to be provided on a "Brand Name or Equal" basis, in accordance with FAR 11.104 and the FAR provision 52.211-6 incorporated into this solicitation. Offerors may choose to offer the specified item (see list under Schedule B) or another product determined to be "equal" to the specified product. All "or equal" products to be delivered under the resulting contract shall comply with the salient characteristics set forth in the solicitation. These characteristics shall be used by the Government to determine that the offered products are equal to the specified product.

ii. Technical proposal shall consist of and must include:

(1) Certification that the contractor will provide the spare parts on the list included in the solicitation on a brand name or equal basis. Certification shall be on the company letterhead and signed by an authorized representative of the company.

(2) Descriptive literature or brochures for the proposed "equal" item that demonstrate that it meets or exceeds the salient characteristics of the requirement.

(3) BRAND NAME OR EQUAL Information: Offerors shall provide the following information for any "or equal" items proposed in lieu of the specific manufacturer, brand, make, model listed above.

Brand Name Proposed: _____

Make and/or Model No.: _____

Manufacturer's Name: _____

Manufacturer's Address: _____

Manufacturer's Website/URL: _____

The Government reserves the right to make a technical acceptability determination without discussions with offerors.

2. Price

Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the proposed prices on the list of items/ spare parts stated in the solicitation. Contractor shall price all line items in the list of items/spare parts. In the event the unit price(s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. The Government reserves the right to make an award on any item of a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

Award will be made to the lowest priced technically acceptable proposal.

(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.

Award will be made to the lowest priced technically acceptable proposal.

(End of provision)

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).
- (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.

 X (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).

 X (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 official exchange 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)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Regional Contracting Office – Bogota
U.S. Embassy – Bogota
MILGP Unit 5140
APO AA 34038

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

ADDENDUM:

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Ft. Belvoir, VA 22060-5527
Facsimile number (703) 806-8866 or 8875

Packages sent by Fedex or UPS should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/pa/COMMANCOUNSEL.asp>

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(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.acquisition.gov/far

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov/far

(End of clause)

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS.
(JUN 2005)**

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010)

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

(2) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(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)

SHIPPING INSTRUCTIONS

SHIP TO/ENTREGAR/DESPACHAR A:

ARMADA NACIONAL DE COLOMBIA
DEPOSITO ADUANERO HABILITADO DICOMEX
CARRERA 65 No. 14-91
ATN: ARMIRA HERNANDEZ/CAROLINA AVENDAÑO
TELS: (571) 266-1214/1215
BOGOTA – COLOMBIA
SOUTH AMERICA

The contractor shall prepare and complete a DD 250 Material Inspection and Receiving Report when delivery is made. The contractor shall ensure that the Government representative/Point of Contact (POC) signs the DD250 confirming receipt of items. See attached DD250.

El proveedor deberá preparar y completar la forma DD250 Reporte de Inspección y recibo cuando la entrega se realice. El proveedor debe asegurarse que la forma DD250 este firmada del representante del Gobierno o el punto de contacto con el recibo de los articulos entregados. Anexo forma DD250.

PAYMENT INSTRUCTIONS/ INSTRUCCIONES PARA EL PAGO:

Deliver/submit an Original invoice and a completed and signed DD250 to the USMILGRP Payment Office at one of the below addresses:

Within Colombia:

Billing Address:
Calle 24 Bis 48-50 (POST 1)
US Embassy
USMILGRP – Contracting Office
Attn: Tatiana Suarez
BOGOTA, COLOMBIA
TEL: 011-571-383-2601

Outside of Colombia:

Scan the documents (invoice and DD250 form) and send them by e-mail to: Tatiana.suarez.co@tcsc.southcom.mil

If the invoice is for a partial or full payment please indicate that on the invoice.

You must distribute copies of these completed forms as follows.

- 1) Contract File: Receiving Report will be received by:
Rosalba Mateus Email: mateusr@tcsc.southcom.mil
- 2) Paying Office & Resource Management Office (RMO): Receiving Report will be received by:
Tatiana Suarez Email: Tatiana.suarez.co@tcsc.southcom.mil

PARA RADICAR LA FACTURA:

Enviar/entregar la factura original y la forma DD250 diligenciada y firmada al Grupo Militar, Embajada Americana en la siguiente dirección:

En Colombia:

Oficina de Pago:
Calle 24 Bis 48-50 (PUESTO # 1)
US Embassy
USMILGRP – Contracting Office
Attn: Tatitana Suarez
BOGOTA, COLOMBIA
TEL: 011-571-383-2601

Fuera de Colombia:

Escanear documentos (factura y forma DD250) y enviar por e-mail a: Tatiana.suarez.co@tcsc.southcom.mil

Si la factura es por un pago parcial o total favor indicarlo en la factura.

Enviar copias de las formas como se menciona:

- 1) Contrato: Forma DD250 Reporte de recibo a:
Rosalba Mateus Email: mateusr@tcsc.southcom.mil
- 2) Oficina de Pago: Forma DD 250 Reporte de Recibo a:
Tatiana Suarez Email: Tatiana.suarez.co@tcsc.southcom.mil