

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WF7LKT90410405		PAGE 1 OF 41				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-09-T-0040		6. SOLICITATION ISSUE DATE 19-Mar-2009		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME DENNIS WALP			b. TELEPHONE NUMBER (No Collect Calls) 011-571-383-2552		8. OFFER DUE DATE/LOCAL TIME 12:00 AM 02 Apr 2009		
9. ISSUED BY ACC-TA, 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: 100 NAICS: 423110			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
15. DELIVER TO USMILGP BOGOTA (WAREHOUSE) ROY DEHOYOS MILGP WAREHOUSE APO AA 34038 TEL: FAX:			CODE WF7LKT		16. ADMINISTERED BY					CODE
17a. CONTRACTOR/OFFEROR				CODE		18a. PAYMENT WILL BE MADE BY				CODE
TEL.				FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
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. <input checked="" type="checkbox"/>					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
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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
0001	NPR 4-5 TON TRUCKS MODEL YEAR 2009 FFP CONTRACTOR SHALL PROVIDE FIVE (5) NPR 4-5 TON TRUCKS, MODEL YEAR 2009, PER THE SPECIFICATIONS PROVIDED ON PAGES 9 THROUGH 11 OF THIS REQUEST FOR QUOTE. IVA SHALL NOT BE INCLUDED, THE US EMBASSY IS EXCLUDED FROM PAYING IVA ON THIS PROCUREMENT. A LETTER SHALL BE PROVIDED AT THE TIME OF AWARD STATING THIS FOR THE CONTRACTOR. This CLIN includes all shipping and delivery charges for the 5 trucks. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT90410405	5	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FTR 7-10 TON TRUCKS MODEL YEAR 2009 FFP CONTRACTOR SHALL PROVIDE TEN (10) FTR 7-10 TON TRUCKS, MODEL YEAR 2009, PER THE SPECIFICATIONS PROVIDED ON 11 THROUGH 13 OF THIS REQUEST FOR QUOTE. IVA SHALL NOT BE INCLUDED, THE US EMBASSY IS EXCLUDED FROM PAYING IVA ON THIS PROCUREMENT. A LETTER SHALL BE PROVIDED AT THE TIME OF AWARD STATING THIS FOR THE CONTRACTOR. This CLIN includes all shipping and delivery charges for the 10 trucks. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT90410405	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	NPR 4-5 TON TRUCKS MODEL YEAR 2009 FFP CONTRACTOR SHALL PROVIDE FIVE (5) NPR 4-5 TON TRUCKS, MODEL YEAR 2009, PER THE SPECIFICATIONS PROVIDED ON 9 THROUGH 11 OF THIS REQUEST FOR QUOTE. IVA SHALL NOT BE INCLUDED, THE US EMBASSY IS EXCLUDED FROM PAYING IVA ON THIS PROCUREMENT. A LETTER SHALL BE PROVIDED AT THE TIME OF AWARD STATING THIS FOR THE CONTRACTOR. THIS IS A NTE OPTION CLIN AND SHALL BE EXERCISED AT THE DISCRETION OF THE GOVERNMENT. THE GOVERNMENT MAY ORDER ONE TO FIVE TRUCKS FROM THIS CLIN. IF THE GOVERNMENT CHOOSES TO EXERCISE THIS OPTION CLIN, IT SHALL BE DONE BEFORE 30 SEPTEMBER 2009. This CLIN includes all shipping and delivery charges for the 5 trucks. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT90410405	5	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		5	Each		
OPTION	FTR 7-10 TON TRUCKS MODEL YEAR 2009 FFP CONTRACTOR SHALL PROVIDE TEN (10) FTR 7-10 TON TRUCKS, MODEL YEAR 2009, PER THE SPECIFICATIONS PROVIDED ON 11 THROUGH 13 OF THIS REQUEST FOR QUOTE. IVA SHALL NOT BE INCLUDED, THE US EMBASSY IS EXCLUDED FROM PAYING IVA ON THIS PROCUREMENT. A LETTER SHALL BE PROVIDED AT THE TIME OF AWARD STATING THIS FOR THE CONTRACTOR. THIS IS A NTE OPTION CLIN AND SHALL BE EXERCISED AT THE DISCRETION OF THE GOVERNMENT. THE GOVERNMENT MAY ORDER ONE TO FIVE TRUCKS FROM THIS CLIN. IF THE GOVERNMENT CHOOSES TO EXERCISE THIS OPTION CLIN, IT SHALL BE DONE BEFORE 30 SEPTEMBER 2009. This CLIN includes all shipping and delivery charges for the 10 trucks. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT90410405				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		5	Each		
OPTION	NPR 4-5 TON TRUCKS MODEL YEAR 2009 FFP CONTRACTOR SHALL PROVIDE FIVE (5) NPR 4-5 TON TRUCKS, MODEL YEAR 2009, PER THE SPECIFICATIONS PROVIDED ON 9 THROUGH 11 OF THIS REQUEST FOR QUOTE. IVA SHALL NOT BE INCLUDED, THE US EMBASSY IS EXCLUDED FROM PAYING IVA ON THIS PROCUREMENT. A LETTER SHALL BE PROVIDED AT THE TIME OF AWARD STATING THIS FOR THE CONTRACTOR. THIS IS A NTE OPTION CLIN AND SHALL BE EXERCISED AT THE DISCRETION OF THE GOVERNMENT. THE GOVERNMENT MAY ORDER ONE TO FIVE TRUCKS FROM THIS CLIN. IF THE GOVERNMENT CHOOSES TO EXERCISE THIS OPTION CLIN, IT SHALL BE DONE BEFORE 30 SEPTEMBER 2009. This CLIN includes all shipping and delivery charges for the 5 trucks. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT90410405				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		5	Each		
OPTION	FTR 7-10 TON TRUCKS MODEL YEAR 2009 FFP CONTRACTOR SHALL PROVIDE TEN (10) FTR 7-10 TON TRUCKS, MODEL YEAR 2009, PER THE SPECIFICATIONS PROVIDED ON 11 THROUGH 13 OF THIS REQUEST FOR QUOTE. IVA SHALL NOT BE INCLUDED, THE US EMBASSY IS EXCLUDED FROM PAYING IVA ON THIS PROCUREMENT. A LETTER SHALL BE PROVIDED AT THE TIME OF AWARD STATING THIS FOR THE CONTRACTOR. THIS IS A NTE OPTION CLIN AND SHALL BE EXERCISED AT THE DISCRETION OF THE GOVERNMENT. THE GOVERNMENT MAY ORDER ONE TO FIVE TRUCKS FROM THIS CLIN. IF THE GOVERNMENT CHOOSES TO EXERCISE THIS OPTION CLIN, IT SHALL BE DONE BEFORE 30 SEPTEMBER 2009. This CLIN includes all shipping and delivery charges for the 10 trucks. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT90410405				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		5	Each		
OPTION	<p>NPR 4-5 TON TRUCKS MODEL YEAR 2009 FFP CONTRACTOR SHALL PROVIDE FIVE (5) NPR 4-5 TON TRUCKS, MODEL YEAR 2009, PER THE SPECIFICATIONS PROVIDED ON 9 THROUGH 11 OF THIS REQUEST FOR QUOTE. IVA SHALL NOT BE INCLUDED, THE US EMBASSY IS EXCLUDED FROM PAYING IVA ON THIS PROCUREMENT. A LETTER SHALL BE PROVIDED AT THE TIME OF AWARD STATING THIS FOR THE CONTRACTOR. THIS IS A NTE OPTION CLIN AND SHALL BE EXERCISED AT THE DISCRETION OF THE GOVERNMENT. THE GOVERNMENT MAY ORDER ONE TO FIVE TRUCKS FROM THIS CLIN. IF THE GOVERNMENT CHOOSES TO EXERCISE THIS OPTION CLIN, IT SHALL BE DONE BEFORE 30 SEPTEMBER 2009. This CLIN includes all shipping and delivery charges for the 5 trucks. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT90410405</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		5	Each		
OPTION	<p>FTR 7-10 TON TRUCKS MODEL YEAR 2009 FFP CONTRACTOR SHALL PROVIDE TEN (10) FTR 7-10 TON TRUCKS, MODEL YEAR 2009, PER THE SPECIFICATIONS PROVIDED ON 11 THROUGH 13 OF THIS REQUEST FOR QUOTE. IVA SHALL NOT BE INCLUDED, THE US EMBASSY IS EXCLUDED FROM PAYING IVA ON THIS PROCUREMENT. A LETTER SHALL BE PROVIDED AT THE TIME OF AWARD STATING THIS FOR THE CONTRACTOR. THIS IS A NTE OPTION CLIN AND SHALL BE EXERCISED AT THE DISCRETION OF THE GOVERNMENT. THE GOVERNMENT MAY ORDER ONE TO FIVE TRUCKS FROM THIS CLIN. IF THE GOVERNMENT CHOOSES TO EXERCISE THIS OPTION CLIN, IT SHALL BE DONE BEFORE 30 SEPTEMBER 2009. This CLIN includes all shipping and delivery charges for the 10 trucks. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT90410405</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		5	Each		
OPTION	<p>NPR 4-5 TON TRUCKS MODEL YEAR 2009 FFP</p> <p>CONTRACTOR SHALL PROVIDE FIVE (5) NPR 4-5 TON TRUCKS, MODEL YEAR 2009, PER THE SPECIFICATIONS PROVIDED ON 9 THROUGH 11 OF THIS REQUEST FOR QUOTE. IVA SHALL NOT BE INCLUDED, THE US EMBASSY IS EXCLUDED FROM PAYING IVA ON THIS PROCUREMENT. A LETTER SHALL BE PROVIDED AT THE TIME OF AWARD STATING THIS FOR THE CONTRACTOR. THIS IS A NTE OPTION CLIN AND SHALL BE EXERCISED AT THE DISCRETION OF THE GOVERNMENT. THE GOVERNMENT MAY ORDER ONE TO FIVE TRUCKS FROM THIS CLIN. IF THE GOVERNMENT CHOOSES TO EXERCISE THIS OPTION CLIN, IT SHALL BE DONE BEFORE 30 SEPTEMBER 2009.</p> <p>This CLIN includes all shipping and delivery charges for the 5 trucks. FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT90410405</p>				

NET AMT

SPECIFICATIONS

CLIN 0001, 1001, 2001, 3001, AND 4001 (NPR 4-5 Ton Truck - English)

4 x 2 TECHNICAL SPECIFICATIONS CHEVROLET NPR

DESCRIPTION	DESCRIPTION
Type	Truck of 4 to 5 tons
Model	2009 (New)
Traction	4x2
Emissions	Normal Euro II
Cargo capacity	4,000 kg
Fuel	Diesel
Power system	Turbo
Water separator	Water separator with spicket
Cylinders	4 in line
Displacement	4.570 cc
Net hp	119.4 HP
Gear box	Manual 6 speeds synchronize forward and one reverse
Length of vehicle	5.955 mm
Distance between axle	3.365 mm
Total width	2.115 mm
Shock absorbers	Hydraulic telescopic of double action
Rear axle capacity	6.600 kg

Front brake	Drum
Rear brake	Drum
Parking brake	Bell
Brake	Pneumatic type
Color	White, blue or red commercial type
Driving wheel	Left side
Type	Hydraulic
Battery	2 in parallel 12 volts 130 AH.
Alternator 12 volts	12 volts 70 amps with integrated regulator
Lights and instruments	In accordance with the Colombian Ministry of Transportation regulations
Fuel capacity	2 tanks of 37 gallons each
Tires	7 tires including spare, Standard Rims

TITLES TO THE VEHICLES ARE REQUIRED TO BE GIVEN TO THE CUSTOMER AT THE TIME OF PICK-UP. PERSON AUTHORIZED TO PICK UP THE VEHICLES WILL BE PROVIDED IN WRITING TO THE CONTRACTOR PRIOR TO THE GOVERNMENT PICK-UP.

Delivery time shall be 12 weeks or less.

Warranty shall be the standard warranty offered in Colombia.

All manuals and instructions shall be in Spanish.

Taxes and license included

One year of insurance

CLIN 0001, 1001, 2001, 3001, Y 4001 (NPR 4-5 Ton Truck - Spanish)

4 x 2 ESPECIFICACIONES TÉCNICAS NPR

DESCRIPCION	DESCRIPCIÓN DEL OFRECIMIENTO
Tipo	Camión de 4 o 5 toneladas
Modelo	2009 (Nuevo)
Tracción	4x2
Control de emisiones	Norma Euro II
Capacidad de carga útil	4000 kg
Tipo Combustible	Diesel
Sistema de alimentación	Turbo alimentado, inyección directa
Separador de Agua	Con separador de agua de combustible, con grifo de purga
Cilindros	4 en línea
Desplazamiento	4.570 cc
Potencia	119.4 HP
Caja de velocidades	Tipo mecánica, palanca de cambios al piso, 6 velocidades adelante y reverso, sincronizadas.
Largo total del vehículo	5.955 mm
Distancia entre ejes	3.365 mm

Ancho total	2.115 mm
Amortiguadores	Hidráulicos, telescopicos de doble acción
Capacidad eje trasero	6.600 kg
delantero	Banda campana
Trasero	Banda campana
De parqueo	Campana sobre cardan en salida de la transmisión
Freno	Tipo neumático
Color	Blanco, Azul, Rojo de acuerdo uso Comercial
Timón	Lado izquierdo
Tipo	Hidráulica
Batería	2 en paralelo 12 voltios 130 AH.
Alternador 12 voltios	12 voltios 70 amperios con regulador integrado
Luces e instrumentos	Luces e instrumentos reglamentadas por el Ministerio de Transporte del Colombia.
Capacidad	2 tanques de combustible originales c/u de 37 gl
Cantidad llantas	7 llantas, incluida la de repuesto con su respectivo alojamiento

LAS TARJETAS DE PROPIEDAD DE LOS VEHICULOS DEBEN SER DADAS AL CLIENTE EN EL MOMENTO DE LA ENTREGA. PREVIA A LA ENTREGA, EL NOMBRE DE LA PERSONA AUTORIZADA A RECOGER LOS VEHICULOS SERA ENVIADO POR ESCRITO AL CONTRATISTA.

La entrega tiene que ser efectuada en 12 semanas maximo.

La garantia debe ser la garantia comun ofrecida in Colombia

Todos los manuales e instrucciones deben estar escritos en Espanol.

Impuestos y matricula incluido

Seguro contra todo riesgo y SOAT

CLIN 0002, 1002, 2002, AND 3002 (7-10 Ton FTR Truck - English)

TECHNICAL SPECIFICATIONS FOR FTR

DESCRIPTION	DESCRIPTION
Type	Truck 7-10 tons
Model	2009 (New)
Traction	4x2
Emissions control	Normal Euro II
Fuel	Diesel
Power System	Turbo
Water Separator	Water separator with spicket
Cylinders	6 in line
Radiator	Heavy duty
Displacement	7.200 cc
Net HP	207 HP
Gear box	Manual 5 speed synchronized forward and one reverse.

Axle distance	6,121.4 mm
Front Suspension Type	Leaf spring
Shock Absorbers	Hydraulic telescopic of double action
Front axle capacity	5,443 kg
Rear axle capacity	10,436 kg
Brakes	
Type	100% pneumatic double circuit independent.
Front	Drum
Back	Drum
Parking	Pneumatic with action on back wheels
Driving wheel	Left side
Type	Hydraulic
Turn.	20,4:1
Turn radius	21.00
Battery	2x12 volts, 105 AH
Alternator	12 volts 100 Amps
Instrument Lights	Lights and instruments must be in accordance with the Colombian Ministry of Transportation regulations.
Fuel capacity	Two tanks each of 50 gallons each for a total of 100 gallons.
Tires Quantity	7 tires including the spare

TITLES TO THE VEHICLES ARE REQUIRED TO BE GIVEN TO THE CUSTOMER AT THE TIME OF PICK-UP. PERSON AUTHORIZED TO PICK UP THE VEHICLES WILL BE PROVIDED IN WRITING TO THE CONTRACTOR PRIOR TO THE GOVERNMENT PICK-UP.

Delivery time shall be 12 weeks or less.

Warranty shall be the standard warranty offered in Colombia.

All manuals and instructions shall be in Spanish.

Taxes and license included

One year of insurance

CLIN 0002, 1002, 2002, Y 3002 (7-10 Ton FTR Truck - Spanish)

ESPECIFICACIONES TÉCNICAS FTR

DESCRIPCION	DESCRIPCIÓN DEL OFRECIMIENTO
Tipo	Camión de 7 a 10 toneladas tipo estacas.
Modelo	2009 (Nuevo)
Traccion	4x2
Control de Emisiones	Norma Euro II
Tipo Combustible	Diesel
Sistema de alimentación	Turbo gargado
Separador de Agua	Con separador de agua de combustible, con grifo de purga.
Cilindros	6 en línea
Radiador	Servicio pesado, presurizado con enfocador

Desplazamiento	7.200 cc
Potencia neta	207 HP
Caja de velocidades	Tipo mecánica, palanca de cambios al piso, 5 velocidades sincronizadas adelante y reverso .
Distancia entre ejes	6,121.4 mm
Suspensión delantera Ballestas	Ballestas en eje rígido.
Amortiguadores	Hidráulicos telescópicos de doble acción
Capacidad eje delantero	5.443 kg
Capacidad eje trasero	10,436 kg
Frenos	
Tipo	100% neumático de doble circuito independiente.
Delanteros	Banda campana
Traseros	Banda campana
De parqueo	Freno de parqueo, neumático con accionamiento en ruedas traseras
Timón	Lado izquierdo
Timon Tipo	Hidráulica
Relación de giro.	20,4:1
Diámetro de giro	Entre andenes 21.00
Batería	2x12 voltios, 105 AH
Alternador	12 voltios 100 Amperios
Luces e instrumentos	Luces e instrumentos reglamentados por el Ministerio de Transporte del Colombia, tiene alarmas audibles que indican prevención o un mal funcionamiento.
Capacidad	Dos tanques originales con capacidad de 50 galones solo para un total de 100 gl
Llantas Cantidad	7 llantas incluida la de repuesto con su respectivo alojamiento.

LAS TARJETAS DE PROPIEDAD DE LOS VEHICULOS DEBEN SER DADAS AL CLIENTE EN EL MOMENTO DE LA ENTREGA. PREVIA A LA ENTREGA, EL NOMBRE DE LA PERSONA AUTORIZADA A RECOGER LOS VEHICULOS SERA ENVIADO POR ESCRITO AL CONTRATISTA.

La entrega tiene que ser efectuada en 12 semanas maximo.

La garantia debe ser la garantia comun ofrecida in Colombia

Todos los manuales e instrucciones deben estar escritos en Espanol.

Impuestos y matricula incluido

Seguro contra todo riesgo y SOAT

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
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government

2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	12 wks. ADC	5	USMILGP BOGOTA (WAREHOUSE) ROY DEHOYOS MILGP WAREHOUSE APO AA 34038 FOB: Destination	WF7LKT
0002	12 wks. ADC	10	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1001	12 wks. ADC	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1002	12 wks. ADC	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2001	12 wks. ADC	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2002	12 wks. ADC	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
3001	12 wks. ADC	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
3002	12 wks. ADC	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
4001	12 wks. ADC	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

PAYMENT INSTRUCTIONS

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2008)

The following instructions are added to paragraph (g):

PAYMENT PROCESS / PROCESO DE PAGO:

TO SUBMIT THE INVOICE:

Present an Original invoice and one copy 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: Dennis Walp
BOGOTA, COLOMBIA
TEL: 011-571-383-2552

Invoices will be received **ONLY** on Tuesdays from 10:00am thru 12:00 pm by Carlos Ramirez Ext 2765.

Or if sent from the U.S:

Billing Address:
USMILGRP-BOGOTA
ATTN: DENNIS WALP
CONTRACTING OFFICE
UNIT 5140
APO AA 34038

Or to the following e-mail addresses:

walpdj@bogota.mg.southcom.mil
ramirezca@bogota.mg.southcom.mil
saavedrm@bogota.mg.southcom.mil
robert.devisser@tcsc.southcom.mil

Note:

PLEASE SIGN THE FIRST PAGE OF THIS CONTRACT AND RETURN A COPY BY EMAIL. WHEN DELIVERING THE PRODUCTS OR COMPLETING THE CONTRACTED SERVICES, HAVE THE GOVERNMENT REPRESENTATIVE SIGN THE RECEIVING SECTION OF THE CONTRACT. A COPY OF THIS PAGE MUST BE ATTACHED TO THE INVOICE SUBMITTED FOR PAYMENT.

THE INVOICE WILL NOT BE PROCESSED UNLESS THESE INSTRUCTIONS ARE FOLLOWED.

When the contract requires delivery at the Warehouse 18 of Catam, an access authorization shall be requested at least 24 hours prior in the following phone number: 011-571-4238400.

Please submit a copy of the Contract with each invoice.

PARA RADICAR LA FACTURA:

Radicar una factura original y una copia en el Grupo Militar, Embajada Americana en la siguiente direccion:

Dentro de Colombia:

Oficina de Pago:

Calle 24 Bis 48-50 (PUESTO # 1)
 US Embassy
 USMILGRP – Contracting Office
 Attn: Dennis Walp
 BOGOTA, COLOMBIA
 TEL: 011-571-383-2552

Las facturas seran recibidas **UNICAMENTE** los dias Martes de 10:00am a 12:00pm por Carlos Ramirez Ext. 2765.

Si se envia desde los Estados Unidos:

Oficina de Pago:
 USMILGRP-BOGOTA
 ATTN: DENNIS WALP
 CONTRACTING OFFICE
 UNIT 5140
 APO AA 34038

O pueden ser enviadas a los siguientes correos electronicos:

walpdj@bogota.mg.southcom.mil
ramirezca@bogota.mg.southcom.mil
saavedrm@bogota.mg.southcom.mil
robert.devissier@tcsc.southcom.mil

Nota:

FAVOR FIRMAR LA PRIMERA PAGINA DE ESTE CONTRATO Y DEVOLVER VIA EMAIL. EN EL MOMENTO DE LA ENTREGA DE LA MERCANCIA O AL REALIZARSE ALGUN SERVICIO, FAVOR HACER FIRMAR AL REPRESENTANTE DEL GRUPO MILITAR LOS RECIBO BLOQUES DEL CONTRATO. UNA COPIA DE ESTA HOJA DEBE SER ADJUNTADA A LA FACTURA A RADICAR.

LA FACTURA NO SE PROCESARA SI NO SIGUE ESTAS INSTRUCCIONES.

Cuando la entrega de los elementos sea necesaria hacerla en el Hangar 18 de Catam, debe solicitarse el permiso de ingreso correspondiente con (24) horas de anterioridad comunicándose al número telefónico: 011-571-423-8400.

Por favor anexe una copia del contrato a cada factura.

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2008
52.214-21	Descriptive Literature	APR 2002
52.214-34	Submission Of Offers In The English Language	APR 1991

52.217-5	Evaluation Of Options	JUL 1990
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
252.204-7000	Disclosure Of Information	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.225-7041	Correspondence in English	JUN 1997
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

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 is the lowest priced technically acceptable. The following factors shall be used to evaluate offers:

Price

Technical:

Contractor shall submit the technical/specification sheets for the vehicles being proposed. This will allow the Government to ensure that all items meet the specification as requested in this Request for Quote.

Past Performance is considered part of technical acceptability. The contractor shall provide two government references for validation of customer service and timely delivery. These references shall be customers to whom the same or substantially similar products have been sold in similar quantities in the past three (3) calendar years. This information will be used to determine responsibility of the contractor.

Provide the following information for past performance references:

Name

e-mail

Phone number

Government Agency

The award shall be made to the offeror offering the lowest priced technically acceptable item in accordance with the specification in this Request for Quote. Contract shall acknowledge that their quotes are valid for at least 120 days.

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

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2008) ALTERNATE I (APR 2002)

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 (b) through (i) 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.

"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 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 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.

"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.

(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 (m) 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, () is not a small business concern.

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

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

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () 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, () 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, () 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, () 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, () 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, () 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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

___ Black American.

___ Hispanic American.

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

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 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--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--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 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. The terms "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 the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "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 or Moroccan 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 or Moroccan 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) or 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.

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). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

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

(4) [ballot] Have, [ballot] 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) () 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.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to 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 it does not conduct any restricted business operations in Sudan.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

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

(2) 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) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Removed].

(5)(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.

(6)(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.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (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.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (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.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- X (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- X (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- X (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- X (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- X (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- ___ (ii) Alternate I (AUG 2007) of 52.222-50.
- ___ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ___ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .
- ___ (27)(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.
- ___ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

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

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

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 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)).

___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

X (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (40)(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) (NOV 2006) (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 (February 2002) (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 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

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

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 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.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 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)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 193 days of contract award but not later than 29 September 2009. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(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 U.S. Federal Reserve Bank 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:

CHIEF OF CONTRACTING
US EMBASSY COLOMBIA
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.

(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.arnet.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.arnet.gov/far

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line	Item description
item No.	

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(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 (JAN 2009)

(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) (APR 2007) (15 U.S.C. 637).
- (4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).
- (5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).
- (6) ___ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).
- (7) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (8) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (9) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (10) ___ 252.225-7021, Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (11) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (12) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (13)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2006) of 252.225-7036.
- (14) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (15) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (16) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (17) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (18) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (10 U.S.C. 2227).
- (19) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (20) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).0
- (21)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) X 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.

(22) 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) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

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

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)