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

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER		
<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">PARTIA</td> <td style="width: 50%;">FINAL</td> </tr> </table>		PARTIA	FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL		
PARTIA	FINAL							
38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	40. PAID BY					
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (PRINT)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)					
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

STANDARD FORM 1449 (REV. 3/2005) BACK

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449, RFQ NUMBER S- CO200-09-Q-0022 PRICES, BLOCK 23

- I. Scope of Services
- A. The contractor shall deliver two (2) vehicles with the same technical specifications as described below within a time frame no longer of ninety (90) calendar days after awarding this contract:
- B. This is a **firm-fixed price** type of purchase order/contract.
- C. The price listed below shall include all labor, materials, overhead, profit, and transportation necessary to deliver the required items to:
- American Embassy
Carrera 45, No.24B-27
Bogota DC
- D. Please read the following instructions for price submission:
- D.1 It is necessary that all submitted prices are in Colombian Pesos (\$ COP)
- D.2 Prices shall **not include** VAT (IVA) value.
- E. Specifications:

Light Armor Vehicle Purchase and Armoring Specification

- E.1.1 **Purpose.** To provide the specification for the purchase and armoring of vehicles.
- E.1.2. **Vehicle Types:** Light Armored Vehicle (LAV) - Toyota Land Cruiser or Equal Model(s).
- E.1.2.1. Toyota Land Cruiser, 200 Series or equivalent, four door Sport Utility Vehicles (SUV).
- E.1.3. Contractor(s) shall procure and armor vehicles that meet all armor certification standards and performance requirements of this specification. Armor shall be in accordance with National Institute of Justice (NIJ) standard 0108.01, Level IV. This standard can be found at <http://www.ceel.nist.gov/oles/Publications/NIJ-0108.01.pdf> .
- E.1.4 **Recommended Models:** Toyota Land Cruiser 200 Series or Equal Model(s) meet the SUV requirement, when armored in accordance with this specification and the technical armoring specifications. Note: This is an Anti-terrorism/Force Protection (AT/FP) driven requirement. Additionally, as a result of this platform's high curb weight capacity (required due to the armoring), the vehicles shall possess higher torque, suspension, brakes, transmission, and engine horsepower to comply with the safety, performance and the weight of the vehicle.

E.1.5. This specification is for the purchase and armoring of commercial vehicles using current commercial practices in accordance with all applicable armor regulations and certifications. Contractor shall modify Contractor-acquired commercial vehicles to comply with the requirement of the Department of Justice (DOJ) armored vehicle configuration, which meets the standards of this specification.

E.1.6. All vehicles shall be new (less than 100 miles) from the 2009 or 2010 model years. Vehicles to be delivered under this contract shall be Toyota Land Cruiser 200 Series or equal, 4x4 configuration (Fully equipped). Vehicles shall be purchased, armored, and delivered within **90** days after contract award.

E.1.6.1. The vehicles shall be purchased with the following U.S. specifications:

- Original equipment (fully equipped), heavy-duty options and must meet all performance requirements as stated herein.
- The largest gasoline engine available for model offered
- Auxiliary engine/transmission cooler
- Heavy-duty automatic transmission
- Four wheel or all wheel drive (automatic style that may be engaged without leaving the vehicle)
- Highest (numerically) available limited slip rear axle
- High-capacity front and rear air conditioning.
- Heavy-duty suspension (upgraded front and rear springs, sway bars, heavy-duty shock absorbers, etc).
- Trailer towing package.
- Heavy-duty electrical / cooling package.
- Power windows and locks, capable of being operated from the driver's station.
- Color: dark color (Gray or Black) a mixture of these approved colors is acceptable, but all vehicles must be one of these colors.
- US and Metric Speedometer
- Heavy-duty brakes
- Four Doors
- Cruise control
- Tilt Steering
- AM/FM radio, CD (Colombian frequency)
- Set of the OEM standard owner's and repair manuals in English and Spanish
- The vehicles will be built for the Colombian environment.
- High altitude package

- Step bumpers
- Floor mats
- Heavy Duty Air Compressor mounted inside the vehicle cargo area shall be an electric air compressor with a capability to inflate one tire in less than 5 minutes with 80 PSI (air output)
- High Performance Air Intake Kit

E.1.6.2 **Basic Protection Package:**

The basic armor protection package includes installation of opaque and transparent armor for the entire vehicle (i.e. 360-degree horizontal protection, roof and floor armor protection). The basic package also includes:

- Operable front windows (both left and right), with minimum of 4" and maximum of 6" drop. Power windows shall operate smoothly, have positive window and motor stops at the fully open and closed positions.
- Self-sealing, corrosion-resistant fuel tank. Ricochet mitigation plus perimeter protection on all sides except on the floor, but assure that fuel can be drained through the drain hole, required for air lift. Drain hole must be easily accessible without having to disassemble the perimeter armor box for fuel cell.
- Ballistic protection for the vehicle management system (engine computer) if located outside of the passenger compartment.
- Valve regulated lead acid (VRLA) battery or Absorbed Glass Mat (AGM) battery.
- Installation of second protected (backup) battery, gel or Absorbed Glass Mat (AGM), with primary-secondary digital switch accessible to the vehicle operator.
- Digital interior/exterior intercom system (audible from inside and outside the vehicle).
- Anti-theft kill switch incorporated in a government chosen location. A procedure for restarting the vehicle after utilization of the kill switch function shall be included in the Operators Manual.
- Deactivation switch for all front-seat air bags. Switch will ensure that all front seat air bags can be deactivated quickly. Switch must be within arm's reach of driver and clearly labeled. When switch is disabled, a red warning light will illuminate to warn the operator.
- Tailpipe screen/protection and a locking gas cap.
- Child protection locks on all passenger doors shall be disabled.
- Commercial opaque car cover for each vehicle (which extends the useful life of transparent armor).
- Armor Maintenance Guide in English and in Spanish.

- Jack for changing tires must accommodate the weight of the vehicle after armoring. Jack must also be capable of providing enough vertical clearance to change the entire tire/wheel assembly.
- Exterior door locks will be hardened to prevent thieves from drilling through the lock mechanism. The vendor can propose a second or backup system to defeat a thief's attempt to break into the vehicle.
- Seat belts (lap belt a minimum) for all passengers.
- Fuel Cut-off switch: In-line fuel cutoff valves with deactivation switch at driver's station. Switch must allow the OEM emergency fuel cut-off to be deactivated or reactivated.
- Power mirrors, on the driver and passenger sides, capable of being operated from the driver's station.
- Safety Straps to facilitate entering and exiting the vehicle, if not available as OEM.
- Tinted glass: All window glass (front windshield, front driver's and front passenger's windows, rear window and rear quarter panels) shall be tinted to have not more than 50% overall visible light transmission (VLT) (i.e., 30% blockage of incoming light).
- Run-Flat Tires and Wheels, including one full size spare tire/wheel/insert assembly:
 - (a) Capable of providing continued mobility under all terrain and inflation conditions (including zero air pressure) without failure under the following conditions; four (4) flat tires, five (5) miles at 30 mph; one (1) flat tire, 30 miles at 30 mph. Both conditions achievable over any type terrain.
 - (b) A complete assembly consisting of a two-piece bolt together wheel, with a flat base in the traditional "drop center" area of the wheel, with a rubber (or equivalent material) run-flat incorporating a dual bead-lock design. Tire deflection will not exceed 55% of normal sidewall height under zero air pressure conditions.
 - (c) A tire rated for highway and off-road operations that must have minimum load range rating of at least 25% above the after-armoring GVW tire load. The tire must also have resistance to abrasion and punctures of its sidewall.
 - (d) Wheel and tire must be properly matched to the vehicle's new after-armoring load rating and the environmental conditions of the destination country (Colombia).
 - (e) Run-flat inserts should be capable of withstanding ballistic threats of 7.62 x 39mm, 7.62 x 51mm ball and M193 rounds without breakage or structural failure. Damage limited to full penetration of the projectile is acceptable.
 - (f) Wheels should be capable of withstanding ballistic threats of 7.62 NATO rounds without breakage or structural failure. Damage limited to full penetration of the projectile is acceptable.
 - (g) All tires provided in support of vehicle operations shall be identical.

- The Contractor shall provide and install all necessary materials, components, accessories and/or mounting hardware for the basic armor application package, and each specified optional feature, and make any/all compensatory adjustments to the vehicle, in accordance with the requirements set forth within this Specification.
- Ram Bumper on the front and Ram Bumper on the rear.

E.1.6.3. Performance Requirements:

- Ballistic Performance. The required armor protection levels for the Basic Protection Package, Roof, and Floor for each vehicle are specified below.
- 360-degree horizontal protection: The ballistic protection requirements are Level A (AK-47) at 0 degrees. All transparent and opaque armor must, at a minimum, defeat three rounds each of rifle 7.62 x 39 mm Ball PS, M1943, with maximum/minimum velocities of 2340/2275 (fps) measured at ten feet from target impact at zero degree obliquity.
- The Floor Armor: Capable of withstanding an AK-47 round at 30 degrees. The floor shall be armored with opaque armor (a metallic material is desired and will receive a higher rating) to defeat three rounds each of rifle 7.62 x 39 mm Ball PS, M1943, with maximum/minimum velocities of 2340/2275 (fps) measured at ten feet from target impact at 30 degrees obliquity using the test procedure described in paragraph (4) below.
- The Roof Armor: Capable of withstanding an AK-47 round at 30 degrees. The roof shall be armored with opaque armor to defeat three rounds each of rifle 7.62 x 39 mm Ball PS, M1943, with maximum/minimum velocities of 2340/2275 (fps) measured at ten feet from target impact at 30 degrees obliquity using the test procedure described below.
- Ballistic Test Procedure. The ballistic performance verification test shall be conducted in accordance with the American Society of Testing Materials (ASTM) Standard, Standard Test Method for Security Glazing Material and Systems, using the rounds specified above. All armoring materials shall demonstrate capability to defeat 3 shots at 120-degree intervals on the periphery of an eight-inch diameter circle. The vendor will be required to ensure that each lot of materials used in the vehicles is certified for ballistic conformance.

E.1.6.4. Vehicle Performance and Configuration Requirements:

- The threat of ballistic projectiles, whether following any linear path or ricochet, shall not penetrate the passenger compartment, and construction/design shall minimize the creation and impact of secondary projectiles.
- Payload capacity, after armoring, shall, at a minimum, accommodate the OEM stated number of adult passenger's times 200 pounds. Our desired payload capacity is 250 pounds per passenger.
- A significant portion of the mileage of the vehicles will be on secondary roads. The installation and fastening of the armor materials must be capable of withstanding the shock and vibration of secondary roads of the destination country.
- The suspension system, attachment points and related infrastructure components shall be modified to meet after-armoring mass and payload of the vehicle.

E.1.6.5 Vehicle Performance and Configuration Design Objectives:

Overall construction/design shall achieve balanced structural loads given the capabilities and limitations of the OEM vehicle. All necessary modifications to the vehicle shall be completed such that:

- The automotive functionality (e.g. acceleration, braking, handling, etc.), and the appearance of the base vehicle (interior and exterior), must be maintained as closely as possible to OEM characteristics.
- The appearance of the vehicles must be inconspicuous. They must appear to be normal, everyday SUV's.
- Specific vehicle acceleration, braking and cornering at after-armor mass weight on dry surfaces should allow for positive control at all times. Impacts on interior environmental features, including noise levels, HVAC, lighting and sound systems shall be minimized and such systems shall perform as the original OEM intended.

E.1.6.6. Performance Design Objectives:

- Acceleration: **Desired:** 0 to 60 mph in less than 20 seconds. **Required:** 0 to 60 mph in under 25 seconds
- Desired top speed: 100 mph.
- Required **minimum** top speed: 90 mph.
- Suspension and Handling. Handling with a lateral G force of 65% or greater. Drive train and coupling (attached points) and related infrastructure components shall be reinforced, if necessary, to accommodate increased vibration/stress due to additional weight of the armor mass.
- Braking. Below is the required braking distance for each vehicle class:
 - (a) Toyota Land Cruiser SUV: From 60 mph to full stop in less than 155 feet.
 - (b) Brake system shall accommodate after-armor mass of vehicle and be of such design as to ensure against failure, to include failure at top speed and/or repeated use. Each vehicle type will be tested for the performance criteria stated above without a payload, except for an operator weighing approximately 200 lbs.
 - (c) The Contractor shall provide and install all necessary materials, components, accessories and/or mounting hardware for protection package, and each specified optional feature, and make any/all compensatory adjustments to the vehicle, in accordance with the requirements set forth within this contract.
 - (d) Mounting hardware should be hardened/tempered steel, and should not become a secondary projectile if hit or penetrated.

E.1.6.7. Warranty and Inspection:

(1) All vehicles armored under this agreement shall carry a minimum three (3) year warranty on parts, labor, and workmanship on ballistic glass and a minimum three (3) year warranty on parts, labor, and workmanship on opaque armor, from date of acceptance. The cost of the

warranties shall be included in the price of the completed vehicle. The US Military Group requires the Contractor to provide warranty coverage at the vehicle's location (which might be outside of the Bogotá metropolitan area), with no out-of-pocket cost to the government (i.e., parts, labor, shipment and travel).

(2) Contractor is expected to assign to the Government any remaining OEM warranty protection.

E.1.6.8. Performance Verification:

- Quality Assurance. The Contractor shall have a quality assurance system that as a minimum ensures consistency in the level of quality for all work performed. The Contractor shall provide a vehicle inspection record (VIR) for each vehicle produced.
- The Contractor shall perform the required inspection and tests and document the VIR.
- The Contractor shall make available to the government upon request, all of its performance documentation which it used to complete the VIR including but not limited to: ballistic performance data for all armor, transparent and opaque, test reports and certifications regarding optical clarity, distortion and defects. Ballistic performance certifications for each lot of armor materials must either be certified by an independent laboratory, or follow an approved, documented Contractor certification process, which is periodically validated by an independent certification lab.
- The Contractor shall retain all such records for a period not less than five years following contract expiration.
- If the Contractor changes armoring material vendors, armoring materials or designs from those in the proposal, they must notify the government and provide appropriate certifications, specifications and drawings for technical review prior to completion of vehicle production or delivery.
- The Contractor shall, as a minimum, test acceleration, handling and braking performance using a Vericom or comparable testing equipment. The government reserves the right to conduct such road tests and any other inspections deemed necessary to verify road worthiness and quality assurance/performance such as road shock and vibration, handling, etc. These tests will be done by the Contractor or by a third party.
- Inspection of Work-In-Progress. The government reserves the right to inspect work-in-progress of the production units. Attention will focus on the potential for ballistic gaps, general vehicle performance and configuration issues, and any suspected aspects of vehicle vulnerability. The Contractor shall recommend an appropriate time frame for this activity to the contracting officer (KO) and contracting officer's representative (COR), giving at least two (2) weeks advance notice (to allow coordination and/or travel arrangements).
- Process Inspections. The government reserves the right to conduct process inspections. The government will coordinate the inspection time frame with the Contractor, providing appropriate advance notice and internal coordination.

E.1.6.9. Data requirements:

ITEM:

- Make and Model:
- VIN Number
- Registration Number (if applicable)
- National Stock Number (if applicable)
- Manufacturer
- MFG Serial Number
- Cage Code
- Contract Number
- Vehicle Curb Weight (Lbs/Kg)
- Payload. Maximum (Lbs/Kg)
- Gross vehicle weight rating (Lbs/Kg)
- Date of Delivery (month/year)
- Warranty (months/miles)
- Vehicles shall be marked as: U.S. Property
- Required Tire Pressure

II. Pricing

<u>Line</u> <u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total Price</u>
01	Lightly Armored Vehicles	_____	<u>2</u>	_____

CONTINUATION TO SF-1449, RFQ NUMBER SCO-200-09-Q-0022
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. Supply of two (2) four door, lightly armored 4WD SUV vehicles as described the Schedule of this document.

II. Delivery Location and Time

A. The contractor shall deliver all items not later than ninety (90) calendar days after date of contract award.

B. Any contractor personnel involved with the delivery of the items shall comply with standard U.S. Embassy regulations for receiving supplies. The Contracting Officer's Representative (COR) will be responsible for instructing contractor personnel at the time deliveries are made. Prior notice of at least 4 working days will be required.

C. If delivery will be to U.S. Embassy, delivery shall be made between the hours of 8:00 am to 4:00 pm, Monday to Friday.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2008), is incorporated by reference. (See SF-1449, block 27a).

FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2009)

(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:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 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 (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) – (17) Reserved

(18) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

(19) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(20) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(22) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(25) 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.)

__ (26)(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.)

__ (27) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (28)(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.

__ (29) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (30)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Feb 2009) (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.

X (31) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (32) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (33) – (36) Reserved

__ (37) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

X (38) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__ (39) – (40) Reserved

__ (41)(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) Reserved

(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.

(End of clause)

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

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:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.
(end of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and one copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during Monday to Friday from 8:00 am to 4:00 pm except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

(a) The Department of State observes the following days as holidays:

A= American.
C= Colombian.

- (A-C) New Year's Day
- (C) Epiphany
- (A) Martin Luther King Jr's Birthday
- (A) Washington's Birthday
- (C) St. Joseph's Day
- (C) Holy Thursday
- (C) Good Friday
- (C) Labor Day
- (A-C) Memorial Day – Ascension Day
- (C) Corpus Christie
- (C) Sts. Peter and Paul
- (A) Independence Day
- (C) Independence Day
- (C) Battle of Boyacá
- (A) Labor Day
- (A-C) Columbus Day
- (A) Veterans Day
- (A) Thanksgiving Day

(C) Feast of the Immaculate
(A-C) Christmas Day Holiday

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

The COR for this contract is

American Embassy – Bogota
General Services Office
Attn: Procurement
Carrera 45 No. 24B-27
Bogotá D.C., Colombia,

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person; (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any

person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

None

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Management Counselor, at 571-383-2412. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options, if any.
- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

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

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

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

“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”— Reserved

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

- (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 _____.
- (c) – (d) Reserved
- (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) – (g) Reserved

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

- (1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$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. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer

seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

(2) Certification.

(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) Reserved

(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 Clause)

**ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

[Note to Contracting Officer: Only include provision below if this acquisition is estimated to exceed \$100,000]

The following DOSAR provision is provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

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

Foreign person means any person other than a United States person as defined below.

United States person 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 provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
 - (2) Discriminating in the award of subcontracts on the basis of religion.