

**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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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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	42b. RECEIVED AT (<i>Location</i>)
	41c. DATE	42c. DATE REC'D (<i>YY/MM/DD</i>)
		42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

STATEMENT OF WORK

Field Equipment

Equipment	Specifications	Size
Tape Measure	Open reel measuring tape 1/2in.x 100ft length - English and Metric	
Binoculars	Magnification 10 x 42 - waterproof	
Blower	Air volume 1210m ³ /h tube & 1720m ³ /h without tube - Air velocity 90 m/sec.	
Blower/Sprayer	Container capacity 14.0l. (3.7 gals.) - Air velocity 101 m/sec. - Spray range vert. 11.5m horiz. 12m	
Compass	Military compass, tritium luminosity, bi-directional, climate capacity -50 to +150 degrees F.	
Respirator kit	Half mask reusable respirator - organic vapor/P100 Any Particulates	Medium
Coverall	Disposable coveralls for general maintenance work	Medium
Boots	Leather work boots, Slip-resistant , oil-resistant sole	20p size 38; 50p size 39; 60p size 40; 50p size 41; 10p size 42
Wool socks	Crew wool socks, 78% wool/20% nylon/2% Lycra spandex	114p - S/ 190p - M / 76p - L

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>TAPE MEASURE</p> <p>FFP</p> <p>The vendor shall provide open real measuring tape 1/2 in x 100ft lenght - English and Metric at support of HQ USSOUTHCOM ST-HAD. See Statement of Work for details.</p> <p>POC:Maj. Roberto Perez PHN: 266-5302.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: W811P593626001H</p> <p>SIGNAL CODE: J</p>	5	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>BINOCULARS FFP The vendor shall provide Binoculars - magnification 10 X 42 - waterproof at support of at support of HQ USSOUTHCOM ST-HAD. See Statement of Work for details. POC: Maj. Roberto Perez PHN: 266-5302.</p> <p>FOB: Destination PURCHASE REQUEST NUMBER: W811P593626001H SIGNAL CODE: J</p>	13	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>BLOWER FFP The vendor shall provide Blower - Air volume 1210m³/h tube & 1720m³/h without tube - Air velocity 90 m/dec at support of HQ USSOUTHCOM ST-HAD. See Statement of Work for details. POC: Maj. Roberto Perez PHN: 266-5302.</p> <p>FOB: Destination PURCHASE REQUEST NUMBER: W811P593626001H SIGNAL CODE: J</p>	9	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>BLOWER/SPRAYER FFP The vendor shall provide Blower/Sprayer - Container capacity 14.OL (3.7 gals) - Air velocity 101m/sec. spray range vert. 11.5m horiz. 12m. at support of HQ USSOUTHCOM ST-HAD. See Statement of Work for details. POC:Maj. Roberto Perez PHN: 266-5302. FOB: Destination PURCHASE REQUEST NUMBER: W811P593626001H SIGNAL CODE: J</p>	9	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>ELECTRIC CHAIN SAW FFP The vendor shall provide Electric Chain Saw - Engine power 2.7kw, fuel cap. 520cc & chain oil cap. 280cc, 18" bar - Container capacity 14.OL (3.7 gals) - Air velocity 101m/sec. spray range vert. 11.5m horiz. 12m. at support of HQ USSOUTHCOM ST-HAD. See Statement of Work for details. POC:Maj. Roberto Perez PHN: 266-5302. FOB: Destination PURCHASE REQUEST NUMBER: W811P593626001H SIGNAL CODE: J</p>	6	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>COMPASS FFP The vendor shall provide Compass, tritium, luminosity, bi-directional, climate capacity-50 to +150 degress F. at support of HQ USSOUTHCOM ST-HAD. See Statement of Work for details. POC:Maj. Roberto Perez PHN: 266-5302. FOB: Destination PURCHASE REQUEST NUMBER: W811P593626001H SIGNAL CODE: J</p>	13	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p>RESPIRATOR KIT FFP The vendor shall provide Respirator Kit - half mask reusable respirator , medium size,- organic vapor/p100 any particulates at support of HQ USSOUTHCOM ST-HAD. See Statement of Work for details. POC:Maj. Roberto Perez PHN: 266-5302. FOB: Destination PURCHASE REQUEST NUMBER: W811P593626001H SIGNAL CODE: J</p>	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	COVERALL FFP The vendor shall provide Coverall - Disposable coveralls, medium size for generals maintenance work at support of HQ USSOUTHCOM ST-HAD. See Statement of Work for details. POC:Maj. Roberto Perez PHN: 266-5302. FOB: Destination PURCHASE REQUEST NUMBER: W811P593626001H SIGNAL CODE: J	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	BOOTS FFP The vendor shall provide Boots - Leather work boots. Slip resistant, oil- resistente sole, with the following sizes: 20p size 38, 50p size 39, 60p size 40, 50p size 41, 10p size 42 at support of HQ USSOUTHCOM ST-HAD. See Statement of Work for details. POC:Maj. Roberto Perez PHN: 266-5302 . FOB: Destination PURCHASE REQUEST NUMBER: W811P593626001H SIGNAL CODE: J	190	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	<p>WOOL SOCKS FFP The vendor shall provide Wool socks, 78%, wool 20%, nylon 20%, lycra spandex at at support of HQ USSOUTHCOM ST-HAD. See Statement of Work for details.</p> <p>- 114 p (S) - 190 p (M) - 76 p (L)</p> <p>POC:Maj. Roberto Perez PHN: 266-5302. FOB: Destination PURCHASE REQUEST NUMBER: W811P593626001H SIGNAL CODE: J</p>	380	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p>IVA TAXES FFP The vendor will charge mandatory IVA taxes in the quote, however if the order is placed an exemption letter must be submitted and IVA taxes will be not charged in the order. FOB: Destination PURCHASE REQUEST NUMBER: W811P593626001H SIGNAL CODE: J</p>	1	Each		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	4 wks. ADC	5	USMILGP COLOMBIA - WAREHOUSE ROY DE HOYOS NUEVA ZONA DE AVIACION HANGAR 18 PTA 6 VIA CATAM BOGOTA 423-8416 FOB: Destination	WF7LKT
0002	4 wks. ADC	13	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0003	4 wks. ADC	9	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0004	4 wks. ADC	9	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0005	4 wks. ADC	6	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0006	4 wks. ADC	13	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0007	4 wks. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

0008	4 wks. ADC	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0009	4 wks. ADC	190	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0010	4 wks. ADC	380	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0011	4 wks. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

PAYMENT AND SHIPPING REMARKS
SHIPPING & PAYMENT INSTRUCTIONS
Note:

PLEASE SIGN THE FIRST PAGE OF THIS CONTRACT:

- If your contract was written on Standard Form (SF) 1449: Complete Blocks 30a, b, c (all three blocks must be completed).
- If your contract was written on Department of Defense (DD) Form 1155: Complete Blocks 16 (all ee blocks must be completed).
- If your contract was written on Standard Form (SF) 1442: Complete Blocks 21, 22, 23, 24
- If your contract was written on any other form, you **must** use DD Form 250 (completed) as the receiving report.

POR FAVOR FIRME LA PRIMERA PAGINA DE ESTE CONTRATO COMO SIGUE:

- Si su contrato fue realizado en la forma estándar (SF) 1449: Complete las casillas 30c, b, c (los tres deben ser llenados).
- Si su contrato fue realizado en la forma del departamento de defensa (DD) 1155; complete la casilla 16.
- Si su contrato fue realizado en la forma estándar (SF) 1442: Complete las casillas 21, 22, 23 y 24.
- Si su contrato fue realizado en otra forma, usted debe usar la DD 250 (completa) como el reporte de recibido.

RETURN A SIGN COPY OF THE FIRST PAGE OF THIS CONTRACT BY EMAIL:

You **must** distribute copies of these completed forms as follows.

- 1) Contract File: Receiving Report will be received by:
 Jheyemy Chavarro Email: chavarj@bogota.mg.southcom.mil
 Robert Devisser Email: Robert.devisser@tcsc.southcom.mil
- 2) Paying Office & Resource Management Office (RMO): Receiving Report will be received by:
 Tatiana Suarez Email: Tatiana.suarez.co@tcsc.southcom.mil

DEVUELVA UNA COPIA FIRMADA DE LA PRIMERA HOJA DE ESTE CONTRATO POR E-MAIL:

Usted debe distribuir copias de esas formas completas como sigue.

- 1) Contratos: El "Reporte de recibido" debe ser enviado a:

Jheymy Chavarro Email: chavarrj@bogota.mg.southcom.mil

Robert Devisser Email: robert.devisser@tcsc.southcom.mil

- 2) Oficina de pagos y Oficina de Administración de Recursos (RMO): "Reporte de recibido" debe ser enviado a:

Tatiana Suarez Email: tatiana.suarez.co@tcsc.southcom.mil

SHIPPING METHODS / FORMAS DE ENVÍO:

SHIPPING INSTRUCTIONS:

If sent to the Warehouse / Si la entrega es en el Hangar:

USMILGRP – Warehouse
ATTN: Roy De Hoyos – PBO
Aeropuerto El Dorado
Nueva Zona Aduanera
Hangar 18, Entrada 6 Via CATAM
Tracking Number ((W811P5-9362-6001H)
Bogota, Colombia
TEL: 011-571-423-8414

PAYMENT PROCESS / PROCESO DE PAGO:

TO SUBMIT THE INVOICE:

Present an Original invoice submitted to the USMILGRP Payment Office at one of the below addresses:

Within Colombia:

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

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

You must distribute copies of these completed forms as follows.

- 1) Contract File: Receiving Report will be received by:

Jheymy Chavarro Email: chavarj@bogota.mg.southcom.mil

Robert Devisser Email: Robert.devisser@tcsc.southcom.mil

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

WHEN DELIVERING THE PRODUCTS OR COMPLETING THE CONTRACTED SERVICES, HAVE THE GOVERNMENT REPRESENTATIVE COMPLETE AND SIGN BLOCKS THE FOLLOWING:

- If your contract was written on Standard Form (SF) 1449: Complete Blocks 32a (all three blocks must be checked), 32b, 32c, 32d, 32e, 32f, 32g, 33, 42a (print name), 42b (address), 42c, 42d (phone number for Paying Office use), or use DD Form 250 (completed).
- If your contract was written on Department of Defense (DD) Form 1155: Complete Blocks 27a (all three blocks must be checked), 27 b, c, d, e, f, g, (address & phone number for Paying Office use), 28 (check one)
- If your contract was written on Standard Form (SF) 1442: Complete Blocks 21, 22, 23
- If your contract was written on any other form, you **must** use DD Form 250 (completed) as the receiving report.

CUANDO SE HACE LA ENTREGA DE PRODUCTO O SE COMPLETA LA PRESTACIÓN DEL SERVICIO, ESTA/ESTE DEBE TENER LA FIRMA DE UN REPRESENTANTE DEL GOBIERNO AMERICANO. UD DEBE COMPLETAR Y FIRMAR LAS CASILLAS COMO SE INDICA.

- **Si su contrato fue realizado en la forma estándar (SF) 1449: Complete las casillas 32a (todos deben ser llenados), 32b, 32c, 32d, 32e, 32f, 32g, 33, 42a (nombre en letra imprenta), 42b (dirección), 42c, 42d (Número telefónico para el uso de la oficina de pagos). O puede usar la forma DD 250 (completa).**
- Si su contrato fue realizado en la forma del departamento de defensa (DD) 1155; complete las casillas 27a (las 3 deben ser completadas), 27b, c, d, e, f, g (dirección y teléfono para el uso de la oficina de pagos) y revisar la casilla 28.
- Si su contrato fue realizado en la forma estándar (SF) 1442: Complete las casillas 21, 22 y 23.
- Si su contrato fue realizado en otra forma, usted debe usar la DD 250 (completa) como el reporte de recibido.

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 Hangar 18 of CATAM, an access authorization shall be requested at least 24 hours prior in the following phone number: 011-571-4238414 or 011-571-423-8400.

EXECUTING ALL OF THE ACTIONS WILL ENSURE THAT YOU RECEIVE PAYMENT QUICKLY. IF ANY MISSING INFORMATION INVOICES WILL BE REJECTED AND PAYMENT WILL NOT BE APPROVED.

PARA RADICAR LA FACTURA:

Radical una factura original en el Grupo Militar, Embajada Americana en la siguiente dirección:

Dentro de Colombia:

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

Nota:

FAVOR FIRMAR LA PRIMERA PAGINA DE ESTE CONTRATO (BLOQUE 16) Y DEVOLVER VÍA FAX (011-571-315-3010).
 EN EL MOMENTO DE LA ENTREGA DE LA MERCANCÍA O AL REALIZARSE ALGÚN SERVICIO, FAVOR HACER FIRMAR AL REPRESENTANTE DEL GRUPO MILITAR LOS BLOQUES 32a,b,c,d,e,f,g QUE SE ENCUENTRAN EN LA PRIMERA PAGINA 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: 011-571-423-8414 or 011-571-423-8400.

Por favor anexe una copia del contrato, orden de compra o BPA Call a cada factura.

Indique en la factura si el pago a efectuar es por un valor total o por un valor parcial del contrato.

EJECUTAR LAS ANTERIORES ACCIONES, GARANTIZA QUE EL PAGO DE SUS FACTURAS SE REALICE OPORTUNAMENTE. CUALQUIER INFORMACIÓN O REQUISITO NO CUMPLIDO, SERA MOTIVO PARA NO RECIBIR LA FACTURACIÓN, NI EMPEZAR EL DEBIDO PROCESO DE PAGO.

CLAUSES INCORPORATED BY REFERENCE

52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	SEP 2009
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	JAN 2009
252.222-7002	Compliance With Local Labor Laws (Overseas)	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
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 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: (Contracting Officer check as appropriate.)

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

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

___(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 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).

___ (7) [Reserved].

___ (8)(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.
- ___ (9)(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.
- ___ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.
- ___ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ___ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

- X (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- ___ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (23) 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).
- ___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (25) 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).
- ___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (27) 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.) (Not Applicable until September 8, 2009.)
- ___ (28)(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.)
- ___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
- ___ (30)(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.
- ___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

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

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

___ (33) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_ X_ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 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))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

_ X_ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(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 (FEB 2009) (41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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.

(iii) Reserved.

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

(v) 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).

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until September 8, 2009.)

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

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

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

(End of clause)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(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)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 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) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (7) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) ___ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).
- (9) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (12) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUL 2009) of 252.225-7036.
- (15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

- (19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (22) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- (24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (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)