

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W913FT-11-T-0052	6. SOLICITATION ISSUE DATE 12-Apr-2011
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME JHEMY CHAVARRO	b. TELEPHONE NUMBER (No Collect Calls) 011571-383-2274	8. OFFER DUE DATE/LOCAL TIME 10:00 AM 14 Apr 2011
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9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CARRERA 45 NO. 24B-27 USMILGP CONTRACTING BOGOTA TEL: FAX:	CODE W913FT	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	12. DISCOUNT TERMS 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO USMILGP COLOMBIA - WAREHOUSE ROY DE HOYOS NUEVA ZONA DE AVIACION HANGAR 18 PTA 6 VIA CATAM BOGOTA TEL: 423-8416 FAX: 423-8411	CODE WF7LKT	16. ADMINISTERED BY CODE
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17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE	CODE	18a. PAYMENT WILL BE MADE BY CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	31c. DATE SIGNED
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	TEL: EMAIL:
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**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

MEDICAL DRUGS LIST**MEDICAL DRUGS LIST – EL EDEN META**

ITEM	DESCRIPTION	QUANTITY
1	Neostigmine methylsulfate AMPOULE (Prostigmin)	11
2	ACETAMINOPHEN 500 MG TAB X	357
3	ACETAMINOPHEN SYRUP	17
4	ALUMINUM ACETATE CREAM	3
5	ALUMINUM ACETATE LOTION	5
6	ACYCLOVIR 200 MG X TBL	16
7	ACYCLOVIR 800 MG X TBL	13
8	ACYCLOVIR OINTMENT	1
9	1 ROUND polyglycolic acid (CT1)	15
10	Polyglycolic acid 1 CT 1	9
11	Polyglycolic acid 1 / 0 SH	18
12	Polyglycolic acid 3 / 0 ROUND NEEDLE (SH)	18
13	Polyglycolic acid 4 / 0 ROUND RB1	4
14	Polyglycolic acid 5 / 0 ROUND RB1	4
15	ROUND NEEDLE 0 polyglycolic acid (CT1)	23
16	Polyglycolic Acid 2 / 0 ROUND (CT1)	12
17	RETINOIC ACID (BETARETIN)	7
18	ACID 250 MG X VALPROIC	7
19	Nifedipine 30mg	3
20	ADRENALIN 1 MG VIAL X (EPINEPHRINE)	14
21	STERILE WATER 500 ML X	4
22	OXYGENATED WATER BOTTLE	1
23	HYPODERMIC NEEDLE 18	26
24	HYPODERMIC NEEDLE 20	11
25	HYPODERMIC NEEDLE 21	17
26	EPIDURAL NEEDLE # 17	1

27	Epidural needle # 22	2
28	HYPODERMIC NEEDLES # 27	7
29	HYPODERMIC NEEDLE 23	12
30	WIDOWS September NEEDLES	1
31	Albendazole 100 mg SUSPENSION	17
32	Albendazole tablets	10
33	ALCAINO	8
34	ANTISEPTIC ALCOHOL BOTTLE X 750 ML	3
35	Amikacin X 100MG AMP	7
36	Aminophylline	1
37	AMOXICILLIN SUSPENSION	8
38	AMOXICILLIN 500 MG TAB X	80
39	APPLICATORS	93
40	GAUZE DRESSINGS 10 X 10 (KENDALL)	7
41	ATROPINE AMPOULE	17
42	METHYLENE BLUE BEADS X 500 ML	1
43	Tongue blades	60
44	BECLOMETHASONE NASAL SPRAY	2
45	BETAMETHASONE CREAM 0.05%	12
46	SODIUM BICARBONATE VIAL	3
47	Sunscreen (GENERIC)	2
48	TOP OF UROLOGY SURGICAL (PLASTIC)	3
49	TOPS (SURGICAL) throw it away STERILE	11
50	B-METILDIGOXINA X 0.2 MG VIAL (LANITOP)	4
51	Ipratropium bromide INHALER	2
52	Vecuronium bromide AMPOULE	6
53	BUPIROP HEAVY TO 0.5% (bupivacaine-dextrose)	26
54	0.5% bupivacaine with epinephrine	10
55	BURETROL	4
56	SINGLE Buscopan	32

57	Buscopan Tablets	23
58	DRIVING GLOVES BOX X 100 SIZE M	1
59	Calamine lotion	3
60	FIELDS OF SKIN STERILE PACKAGE X 5	12
61	FENESTRATED FIELDS	52
62	CANNULA OF GUEDELL (edema) (MAY) ADULT	7
63	CANNULA OF GUEDELL (edema) (MAY) YOUNG	5
64	CANNULA OF GUEDELL (edema) (MAY) PEDIATRIC	7
65	ADULT TRACHEOSTOMY TUBE	1
66	CANNULA NASAL ADULT	4
67	YOUNG NASAL CANNULA	1
68	NEONATAL NASAL CANNULA	2
69	PEDIATRIC NASAL CANNULA	3
70	YANKAUER TUBE	1
71	CAPTOPRIL 25 MG X	83
72	INTRAVENOUS CATHETER # 14	5
73	INTRAVENOUS CATHETER # 16	5
74	INTRAVENOUS CATHETER # 18	49
75	INTRAVENOUS CATHETER # 20	34
76	INTRAVENOUS CATHETER # 22	16
77	INTRAVENOUS CATHETER # 24	16
78	Chromic catgut CT1 Curve Round 1	8
79	0 chromic catgut Curca Round	7
80	Chromic catgut 2 / 0 Round Bend CT1	22
81	Chromic catgut 3	4
82	Chromic catgut 4 / 0 Round Bend RB1	7
83	Chromic catgut 5 / 0 Round Bend	2
84	RUBBER SUCTION	7
85	Cephalexin capsules x 500 mg	273
86	CEFRADINE 1GR VIAL X	54

87	AMP X CEFTRIAZONE 2GR	3
88	SUSPENSION CETIRIZINE	1
89	CETIRIZINE TABLETS	10
90	CIPROFLOXACIN 500 MG TAB	70
91	ADULT ANESTHESIA CIRCUITS	1
92	PEDIATRIC ANESTHESIA CIRCUITS	1
93	Clarithromycin CAPSULE	3
94	Clarithromycin SUSPENSION2	1
95	CLEMASTIN AMPOULE (TAVEGYL)	2
96	CLINDAMYCIN 600 MG VIAL X	8
97	CLINDAMYCIN CREAM	2
98	CLOBETAZOL CREAM	2
99	CLOBETAZOL LOTION	2
100	SUSPENSION CLORFERINAMINA	1
101	CLORFERINAMINA TABLETS	20
102	POTASSIUM CHLORIDE AMPOULE 10 ML X (KATROL)	3
103	SODIUM CHLORIDE AMPOULE 10 ML X (Natrol)	3
104	CLOTRIMAZOLE TOPICAL CREAM	10
105	CLOTRIMAZOLE LOTION	3
106	CLOTRIMAZOLE OVULES	32
107	clotrimazole + neomycin + steroid CREAM	2
108	STERILE PADS	38
109	Crotamiton LOTION	3
110	BOWL FOR CIDEX	1
111	ADULT CYSTOFLO (URINARY DRAINAGE BAG)	7
112	PEDIATRIC CYSTOFLO (URINARY DRAINAGE BAG)	2
113	DESONA 0.1% CREAM	2
114	DESONA 0.5% CREAM	2
115	DEXAMETHASONE 4MG VIAL	19

116	DICLOFENAC AMPOULE	214
117	DICLOFENAC GEL	1
118	DICLOFENAC TAB 50 MG	7
119	Dicloxacillin capsules x 500 mg	57
120	Dicloxacillin Suspension	2
121	DINITRATE SUBLINGUAL ISOSORBIDE TAB	7
122	Dipyrrone TABLET	3
123	Dipyrrone X 1 GR VIAL	53
124	INTRAUTERINE DEVICE	3
125	Dopamine 200 Mg AMPOULE	2
126	PENROSE DRAIN	11
127	EPHEDRINE (etilefrine) EFORTIL AMPOULE	10
128	ELECTRODES	43
129	ENALAPRIL MG X 20 X 30 TBL	83
130	MACROGOTEO TEAM	53
131	Microdrip TEAM	8
132	ERYTHROMYCIN 500 MG TAB	3
133	ERYTHROMYCIN 500 MG TAB X	33
134	CLOTH TAPES 1 "Narrow	4
135	CLOTH TAPES X 3 "W	3
136	Vaginal Speculum (DISPOSABLE)	10
137	EXTENSION OF ANESTHESIA	3
138	PHENYTOIN SODIUM 100 MG TAB X	10
139	PHENYTOIN SODIUM 50 MG AMP X	1
140	X 10 ML FENTANYL (fentanyl citrate) AMPOULE	3
141	X FLUCONAZOLE 150 MG CAPSULE	43
142	FLUIMICIL SOLUTION	1
143	Stethoscope	2
144	ULTRASOUND GEL BOTTLE	1
145	LIQUID CONTAINERS	5

146	FUCIDIN Fusidic Acid Cream	3
147	CASES MAY	12
148	PLASTIC BAGS FOR DOUBLE LEG	2
149	Furacin CREAM	1
150	VIAL FUROSEMIDE	3
151	BIO-SAFETY GLASSES	1
152	GAMABENCENO	3
153	GAUZE STERILE UNITS	184
154	GELOFUSINE (HEMACEL) BOTTLE	1
155	GENTAMICIN (GARAMICINA) AMPOULE	15
156	GENTAMICIN OPHTHALMIC DROPS (OPHARCIM O GARAMICINA O BIOGENTA)	15
157	Positive GLASSES	33
158	CALCIUM GLUCONATE VIAL	2
159	HAT MAN SURGERY	67
160	WOMEN surgical caps	14
161	SURGICAL GLOVE STERILE # 6.5	89
162	SURGICAL GLOVE STERILE # 7.5	96
163	SURGICAL GLOVE STERILE # 7.0	88
164	SURGICAL GLOVE STERILE # 8.0	90
165	Hemovac (HEMOSUC) 1 / 4	2
166	HEPARIN BLISTERS	3
167	HYDROCORTISONE 100 MG VIAL X	3
168	Hydroxyzine SYRUP	13
169	Hyoscine butylbromide 10 MG TAB X	23
170	Hyoscine butylbromide + X 5ML AMPOULE Dipyrrone	34
171	SCALPEL BLADE # 10	67
172	SCALPEL BLADES # 11	33
173	SCALPEL BLADES # 12	33
174	SCALPEL BLADES # 15	33

175	SCALPEL BLADES # 20	67
176	HUMIDIFIER	2
177	IBUPROFEN TABLETS X 400 mg	833
178	Ivermectin DROPS	3
179	Povidone GALLON FOAM	1
180	Povidone SOLUTION GALLON	1
181	10CC SYRINGE	70
182	SYRINGE 1CC	33
183	SYRINGE 20 CC	10
184	3CC SYRINGE	41
185	5CC SYRINGE	9
186	60cc SYRINGE	3
187	ASEPT SYRINGE	1
188	Kenacort AMPOULE	3
189	KETAMINE HCL VIAL	1
190	RINGER LACTATE X 500 CC	108
191	PENCIL TO Electrosurgical	9
192	1% lidocaine with epinephrine X 10 ML	9
193	1% lidocaine without epinephrine	11
194	Lidocaine 2% without epinephrine	9
195	Lidocaine 2% with epinephrine	3
196	LIDOCAINE JELLY	6
197	LIDOCAINE SPRAY	3
198	Stopcock	4
199	LORATADINE TABLETS	810
200	MARLEX MESH 10 x 10	5
201	CORRUGATED HOSE FOR USE WITH Aaron Bovie Smoke Evacuator REF. SE01	1
202	Disposable razor	16
203	ADULT OXYGEN MASK	1
204	Venturi MASK	1

205	ANESTHESIA MASKS	9
206	Laryngeal Masks	4
207	METHYLPREDNISOLONE AMPOULE	1
208	METOCLOPRAMIDE SYRUP	11
209	METROCLOPRAMIDA VIAL X 2 ml	12
210	METROCLOPRAMIDA X 30 ml Drops	1
211	OVA METRONIDAZOLE VAGINAL TAB	27
212	MICRONEBULIZADOR	5
213	MICROPOROUS X 1"	6
214	MICROPOROUS X 2"	5
215	Midazolam AMPOULE	2
216	Naloxone (Narcan) AMPOULE	1
217	X 30 MG TABLET NIFEDIPINE (ADALAT OROS)	3
218	OMEPRAZOLE TAB.	3
219	ONDANSETRON	1
220	Opsite spray	1
221	OXYTOCIN BLISTERS	1
222	Pyrantel pamoate tablets	480
223	SURGICAL PACKAGE	3
224	PAIR AA BATTERIES	2
225	PAIR AAA BATTERIES	6
226	PAIR BIG BATTERIES	2
227	BATTERY MEDIUM PAIR	4
228	PIROXICAM X 20 MG CAPSULE	40
229	Electrosurgical ADULT BOARD	2
230	PEDIATRIC Electrosurgical PLATE	2
231	PAIR LEGGINGS	33
232	POLYESTER 1	3
233	POLYESTER 2 / 0 CT2	12
234	BRAIDED POLYESTER OR CT2	13

235	POLIGLICONATO 3 / 0	3
236	POLIGLICONATO 4 / 0 PS2	20
237	POLIGLICONATO 5 / 0	3
238	POLYPROPYLENE 0	15
239	POLYPROPYLENE 1 SH	3
240	POLYPROPYLENE 2 SH	3
241	POLYPROPYLENE 2 / 0 CURVE REDODNDA	7
242	POLYPROPYLENE 2 / 0 KS	3
243	Polypropylene 3 / 0	47
244	Polypropylene 3 / 0 DOUBLE NEEDLE VASCULAR	2
245	POLYPROPYLENE 4 / 0 PS2	8
246	POLYPROPYLENE 4 / 0 DOUBLE NEEDLE VASCULAR	2
247	Polypropylene 5 / 0 P3	4
248	Polypropylene 5 / 0 DOUBLE NEEDLE VASCULAR	2
249	POLYPROPYLENE 6 / 0 P3	4
250	POLYPROPYLENE 6 / 0 DOUBLE NEEDLE VASCULAR	2
251	CONDOMS	39
252	PROPOFOL VIAL X 20 ML	17
253	PREGNANCY TEST CASSETTE	7
254	RANITIDINE AMPOULE	4
255	Remifentanyl AMPOULE (Ultiva)	3
256	DISPOSABLE Waist	6
257	DISPOSABLE BEDDING	13
258	Sterile sheets	50
259	SALBUTAMOL INHALER	1
260	SALBUTAMOL SYRUP	1
261	Oral Rehydration Salts	11
262	SUSPENSION secnidazole	3
263	Secnidazole TABLETS	11

264	PRE-CUT SILK 0	4
265	SILK 2 / 0 pre-cut	11
266	SILK 2 / 0 SH	4
267	SILK 3 / 0 pre-cut	7
268	SILK 3 / 0 PS2	3
269	Sevorane X 250 ML BOTTLE	1
270	SALINE SOLUTION X 500 ML	18
271	SUCTION PROBE	3
272	FOLEY PROBE TWO WAY # 10	1
273	FOLEY PROBE TWO WAY # 12	1
274	FOLEY PROBE TWO WAY # 14	1
275	FOLEY PROBE TWO WAY # 16	1
276	FOLEY PROBE TWO WAY # 18	1
277	FOLEY PROBE TWO WAY # 20	1
278	FOLEY PROBE TWO WAY # 22	1
279	FOLEY PROBE TWO-WAY # 8	1
280	Foley THREE-WAY # 18	2
281	Foley THREE-WAY # 20	2
282	Foley THREE-WAY # 22	2
283	Foley THREE-WAY # 24	2
284	Nelaton PROBE No. 10	14
285	Nelaton PROBE No. 12	6
286	Nelaton PROBE No. 14	6
287	PROBE Nelaton No. 6	3
288	PROBE Nelaton No. 8	13
289	Nasogastric	7
290	SPINOCAN (SUBDURAL) # 25	4
291	SPINOCAN (SUBDURAL) # 26	47
292	SPINOCAN (SUBDURAL) # 27	12
293	STERIDRAPE	4

294	FERROUS SULFATE SUSPENSION	2
295	MAGNESIUM SULFATE VIAL	2
296	FERROUS SULFATE TABLETS	67
297	Masks WITH VISOR	3
298	DISPOSABLE masks (LEAD WITH TIE)	69
299	CAP HEPARINIZED	2
300	TERBUTALINE AMPOULE	5
301	TOPICAL Terramycin	4
302	TETRACYCLINE TABLET	67
303	Tinidazole 500 mg. TABLETS	19
304	STRIPS CONTOUR Meter Presentation: Bottle X 25 STRIPS	1
305	STRIPS CONTOUR Meter Presentation: Bottle X 25 STRIPS	1
306	ALCOHOLIC TOWELS	170
307	PAPER TOWELS PACK X 150	1
308	TRAMADOL AMPOULE	20
309	TRAMADOL CAPSULE	3
310	TRAMADOL DROPS	1
311	SULFA Trimethroprin SUSPENSION	3
312	160 TAB SULFA Trimethroprin	43
313	TUBE T	1
314	ENDOTRACHEAL TUBE WITHOUT BALL # 2.0	1
315	ENDOTRACHEAL TUBE WITH BALL # 3.0	2
316	ENDOTRACHEAL TUBE WITH BALL # 3.5	2
317	ENDOTRACHEAL TUBE WITHOUT BALL # 3.5	1
318	ENDOTRACHEAL TUBE WITH BALL # 4.0	2
319	ENDOTRACHEAL TUBE WITH BALL # 4.5	2
320	ENDOTRACHEAL TUBE WITH BALL # 5.0	3
321	ENDOTRACHEAL TUBE WITH BALL # 5.5	2
322	ENDOTRACHEAL TUBE WITH BALL # 6.0	3

323	ENDOTRACHEAL TUBE WITHOUT BALL # 6.0	1
324	ENDOTRACHEAL TUBE WITH BALL # 6.5	3
325	ENDOTRACHEAL TUBE WITHOUT BALL # 6.5	1
326	ENDOTRACHEAL TUBE WITH BALL # 7.0	3
327	ENDOTRACHEAL TUBE WITHOUT BALL # 7.0	1
328	ENDOTRACHEAL TUBE WITH BALL # 7.5	4
329	ENDOTRACHEAL TUBE WITHOUT BALL # 7.5	1
330	ENDOTRACHEAL TUBE WITH BALL # 8.0	4
331	X Vaseline pounds	1
332	GYPSUM VENDA	2
333	COTTON BANDAGE	5
334	ELASTIC BANDAGE	7
335	TENSOPLAS DRESSING	3
336	VERAPAMIL 120 MG X	40
337	DISPOSABLE SURGICAL GOWN	20
338	VITAMIN K AMP.4	1

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Kit		

MEDICAL DRUGS KIT FOR EL EDEN META
FFP

Contractor shall provide Medical Drugs Kits according specifications attached at support of HAP Project # 12523 at El Eden - Meta.

The point of contact for this requirement is LtCol. Thomas McCloskey or Diego Amortegui PHN: 266-1209.

FOB: Destination

PURCHASE REQUEST NUMBER: WF7LKT10881051

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	18-APR-2011	1	USMILGP COLOMBIA - WAREHOUSE ROY DE HOYOS NUEVA ZONA DE AVIACION HANGAR 18 PTA 6 VIA CATAM BOGOTA 423-8416 FOB: Destination	WF7LKT

ADDENDUM TO FAR 52.212-1

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

ADDITIONAL INSTRUCTIONS AND INFORMATION:

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

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

Jheymy Chavarro
chavarrij@tcsc.southcom.mil
jheymy.chavarro@us.army.mil
 Commercial: 011-571-383-2274

Alternate:
 Robert Devisser
robert.devisser@tcsc.southcom.mil
robert.devisser@us.army.mil
 Commercial: 011-571-383-4228

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

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

d. Minimum Proposal Acceptance Period - The proposal acceptance period is 8 days. The Offeror shall make a clear statement in its Proposal Documentation that the proposal is valid for a period of not less than 30 days from receipt of offers.

2. PROPOSAL FILES Offeror shall submit the following:

a. Excel pricing spreadsheet containing the list of items/parts, unit price and extended price.

b. Standard Form 1449, Solicitation/Contract/Order for Commercial Items with Blocks 12, 17a, 30a, 30b and 30c completed by the offeror.. This form shall be signed by an authorized representative of the company. Include acknowledgment of Amendments, if any.

c. Schedule of Supplies and Services indicating total proposed cost. Total amount should correspond to the total amount in the Excel pricing spreadsheet.

d. Completed Representations and Certifications

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

DFARS 252.212-7000 Offeror Representations and Certifications – Commercial Items

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.214-34	Submission Of Offers In The English Language	APR 1991
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

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

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

1. Technical Acceptability: In order to be considered technically acceptable, the proposal shall meet all the technical specifications/requirements stated in the solicitation. The Government reserves the right to determine technical acceptability without discussions with offerors.

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

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

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2011)

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 (o) of this provision.

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

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

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

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

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be

a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

(Offeror to identify the applicable paragraphs at (c) through (o) 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) (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)(8)(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: _____.)

(9) 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 [squ] is, [squ] 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [squ] is, [squ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

(i) It () has, () 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 \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

Line Item No.

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

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

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

Canadian or Israeli End Products:

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

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

[List as necessary]

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

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

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

Other End Products:

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

(List as necessary)

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

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

(1) The offeror and/or any of its principals () are, () 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; 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) () 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. 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 the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

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

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

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

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

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

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

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

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

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

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

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

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

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

___ (9) [Reserved].

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

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

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

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

- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (iv) Alternate III (JUL 2010) of 52.219-9.
- ___ (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ___ (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___X_ (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- ___ (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

___ (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

___ (27) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (29) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

___ (30) 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.)

___ (31) (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.)

___ (32) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (33)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

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

___X_ (34) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

___ (35) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (36)(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.

___ (37) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__X_ (38) 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).

___ (39) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (40) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (41) 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))

___ (42) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (43) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

__X_ (44) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (45) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (46) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (47)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Reserved.

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

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

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

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

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

(End of clause)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

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 (MAR 2011)

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

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

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

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

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

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

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

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

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

(6) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(8) ___ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) (i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008)

(iii) ___ Alternate II (DEC 2010) of 252.225-7021.

(12) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(iii) ___ Alternate II (DEC 2010) of 252.225-7036.

(iv) ___ Alternate III (DEC 2010) of 252.225-7036.

(15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ___ 252.227-7015, Technical Data--Commercial Items (MAR 2011) (10 U.S.C. 2320).

(18) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

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

NAME OF TAX: IVA RATE: 16%

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

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

SHIPPING AND PAYMENT INSTRUCTI
SHIPPING INSTRUCTIONS

USMILGRP – Warehouse
ATTN: Roy De Hoyos – PBO
Aeropuerto El Dorado
Nueva Zona Aduanera
Hangar 18, Entrada 6 Via CATAM
Bogota, Colombia
TEL: 011-571-423-8400
WF7LKT-1088-1051

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

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

PAYMENT INSTRUCTIONS/ INSTRUCCIONES PARA EL PAGO:

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

Within Colombia:

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

TEL: 011-571-383-2601

Outside of Colombia:

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

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

You must distribute copies of these completed forms as follows.

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

PARA RADICAR LA FACTURA:

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

En Colombia:

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

Fuera de Colombia:

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

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

Enviar copias de las formas como se menciona:

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

DD 250 FORM

MATERIAL INSPECTION AND RECEIVING REPORT

Form Approved
OMB No. 0704-0248

The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0248). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ORGANIZATION.
SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.**

1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO.		ORDER NO.	6. INVOICE NO./DATE	7. PAGE OF	8. ACCEPTANCE POINT
2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L TCN		5. DISCOUNT TERMS	
9. PRIME CONTRACTOR CODE			10. ADMINISTERED BY CODE		
11. SHIPPED FROM (if other than 9) CODE		FOB:	12. PAYMENT WILL BE MADE BY CODE		
13. SHIPPED TO CODE		14. MARKED FOR CODE			

15. ITEM NO.	16. STOCK/PART NO.	DESCRIPTION <i>(Indicate number of shipping containers - type of container - container number.)</i>	17. QUANTITY SHIP/REC'D*	18. UNIT	19. UNIT PRICE	20. AMOUNT

<p>21. CONTRACT QUALITY ASSURANCE</p> <p>a. ORIGIN <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.</p> <p>b. DESTINATION <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.</p>	<p>22. RECEIVER'S USE Quantities shown in column 17 were received in apparent good condition except as noted.</p> <p>DATE RECEIVED _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____</p> <p>TYPED NAME: _____</p> <p>TITLE: _____</p> <p>MAILING ADDRESS: _____</p> <p>COMMERCIAL TELEPHONE NUMBER: _____</p> <p><small>* If quantity received by the Government is the same as quantity shipped, indicate by (X) mark; if different, enter actual quantity received below quantity shipped and encircle.</small></p>
<p>DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____</p> <p>TYPED NAME: _____</p> <p>TITLE: _____</p> <p>MAILING ADDRESS: _____</p> <p>COMMERCIAL TELEPHONE NUMBER: _____</p>	<p>DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____</p> <p>TYPED NAME: _____</p> <p>TITLE: _____</p> <p>MAILING ADDRESS: _____</p> <p>COMMERCIAL TELEPHONE NUMBER: _____</p>

23. CONTRACTOR USE ONLY

