

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0010172208		PAGE 1 OF 45		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-12-T-0111		6. SOLICITATION ISSUE DATE 10-Jul-2012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JUAN CAMILO MURCIA			b. TELEPHONE NUMBER (No Collect Calls) 3832907		8. OFFER DUE DATE/LOCAL TIME 12:00 AM 23 Jul 2012	
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP UNIT 5130 APO AA 34038-5130 TEL: 011-571-275-2552 FAX: 011-571-275-2084		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: 1000 NAICS: 336211			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS
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					
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE	18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input 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>0</u> COPIES <input type="checkbox"/> 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:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <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	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Ambulance FFP Contractor shall provide one(1) ambulance model 2012 as per specifications provided on this request of quote and according to the ICONTEC national regulation 3729. Ambulance should have equipment and supplies in accordance with the statement of work as stated in the ICONTEC 3729 national regulation(to be delivered with the ambulance) This clin includes all shipping and delivery charges to Bogota -Colombia, SOAT insurance and vehicles registration license are not included. If vendor is out Colombia item must be delivered to: USMILGP COLOMBIA - WAREHOUSE ROY DEHOYOS FUERZA AEREA COLOMBIANA DEPOSITO ADUANERO HABILITADO BASE AEREA CATAM, AEROPUERTO EL DORADO BOGOTA 011-57-1-423-8416 FOB: Destination PURCHASE REQUEST NUMBER: 0010172208</p>	1	Each		

NET AMT

SPECIFICATIONS
(EN ESPANOL AL FINAL DE ESTE DOCUMENTO)

AMBULANCE

The contractor shall to provide an ambulance vehicle for basic supporting transport (Traslado Asistencial Basico – TAB) for land transport, mounted in a chassis of a 4x4 C/S Pick up truck or similar.

The ambulance shall comply the specifications given by the handbook of minimal technical and sanitary requirements for land ambulances of the “Red Nacional de Urgencias” of the Health Ministry of Colombia and the requirements of the Instituto Colombiano de Normas Tecnicas – ICONTEC 3729 and the annex no. 1 of the resolution 1043 of april 2 of 2006. The ambulance shall be designed for hard work, it will be used in roads with not pavement. The contractor shall provide guarantee of all the equipment and supplies at least of one year.

GENERAL DESIGN

The ambulance shall include an internal glass tempered division between the cabin and the patient area.

The ambulance shall include sliding polarized glasses in the right side.

The ambulance shall include two principal areas: the driver compartment and the patient compartment, which are totally independent between them. Those compartments shall be communicated visual and hearing between them by a communication module with a sliding windows system.

COLOR

The ambulance shall be painted white and shall fulfill the legal requirements for visibility and easy identification, with the logos of AMBULANCIA in the back and in reverse in the front. The ambulance shall include symbols made in reflective colors.

IDENTIFICATION

The identification shall be included in all the exterior sides of the bodywork, including the roof. The ambulance shall show the text "AMBULANCIA" with the plate number in the both sides and in the back side of the vehicle.

The identification located in the external front of the bodywork shall be installed in reverse, in this way a driver can read it correctly when look in the rearview mirror. Also the ambulance shall include the text "TAB". The ambulance letters shall be 180mm height and 2.5mm wide. The ambulance shall be identified with the international red cross symbol, and it shall be located in the roof and each side of the vehicle.

Inside the ambulance, in the patient compartment there shall be the text: "NO FUME" and "USE EL CINTURON DE SEGURIDAD"

TOOL KIT

The ambulance shall include a basic tool kit, including:

- One (1) fire extinguisher ABC, 2.26 kg (5 lb) for each of the compartments.
- One (1) set of Ratcheting Box Wrenches
- One (1) adjustable wrench
- One (1) reflective vest
- One (1) spare tire
- Three (3) slot screwdrivers
- Three (3) cross screwdrivers
- One (1) lug wrench
- One (1) set of emergency reflective signals
- One (1) lantern with battery
- One (1) set of twenty fuses of the same specifications needed by the ambulance
- One (1) tire jack and one (1) set for tire replacement.
- One (1) split joint pliers with isolated handle
- One (1) "palanca patecabra"
- Two (2) wood blocks to block tires
- One (1) 250 gram hammer

- One (1) all purpose scissor
- One (1) static rope 20 meters, thick 12.7mm with traction hook
- One (1) jumper cable set
- One (1) water can with cleanliness set
- One (1) lam with car plug plus 15meter cable length

EQUIPMENT

Principal stretcher

The ambulance shall include a two level stretcher, with wheels, back flip from 0 to 75 degrees with mechanical block system, flip security handrails, rectangular mattress foam high density covered with waterproof "cordoban", washable. The stretcher shall include safety belts.

The stretcher shall be metallic, rigid, anticorrosive and light.

Length: 2.00 meter minimum, between the protruding edges of the stretcher structure (including any handle or support element in the stretcher). 1.80 meters of this length shall be reserved for patient.

Wide: 0.60 meter maximum including handrails. Wide shall be minimum 0.50 meter.

Height: from the base of the sliding foot to the top of the stretcher, where the patient is situated: 0.25 meter as minimum to 1.35 meter as maximum. The stretcher shall include two positions: up and down. The stretcher shall include sliding foots and casement, and one person can handle it by his own.

The stretcher can load 180 kilograms without suffer any structural damage.

The location of the stretcher in the patient compartment shall be such that the head of the patient shall be oriented toward the front side of the vehicle. The upper part of the stretcher, where the patient's head is located, shall be separated of the partition at least 0.15 meter and the side part shall be separated at least 0.25 meter from the right side.

Anchor system: the stretcher shall be secured with side supports and front focuser which does not allow cross or vertical important movements. The assurance system to transport shall be manual and do not allow movements when the vehicle accelerates or brakes, including crash events.

The stretcher shall include three (3) seatbelts for the patient.

Patient Passenger Seat

In the right side shall be installed a seat for the patient escort. The length of this seat shall be 2.00 meter, and shall includes a rectangular mattress foam high density covered with waterproof "cordoban", washable. Below this chair shall be located the auxiliary stretcher and shall be fixed with seatbelts. Also in this place shall be four (4) drawers for sheets and blankets storage.

Trauma Stretcher:

A trauma stretcher shall be included. This shall be a stretcher spoon type made in aluminum "Dural" imported or similar with a long table.

Wheelchair:

The ambulance shall include a wheelchair hand made of light metallic frame; shall be folding type with canvas, washable and easy disinfection with seatbelt; the transport packing shall be with bracket in the back compartment, without produce damages during the vehicle movement. This system shall guarantee the immobility of this element when the patient is on board.

SPECIFIC SUPPLIES FOR "TAB"

EQUIPMENT

- Roof bracket for parenteral liquids
- Venepuncture tourniquet
- Kidney bag
- Portable urinal
- Medical bedpan potty
- Fixed valve 11/8 to connect to the oxygen network
- Oxygen cylinder six (6) cubic meter in exclusive cabinet
- Oxygen regulator
- Pressure hose connection from oxygen cylinder to distribution system
- Flow meter with wall output, connected to the storage system
- Two (2) humidifiers vessels with fittings
- Four (4) reusable hoses for oxygen distribution
- Three (3) disposable masks for adult and three (3) for child
- One (1) portable electric sniffer with: One (1) vacuum pump, hoses, recollection vessel, 12v.
- One (1) manual pediatric breather with oxygen reserve and two (2) masks
- One (1) manual adult breather with oxygen reserve and three (3) masks
- One (1) Guedel Cannula Set 2,4,5
- One (1) Lantern for exam with batteries and double service stethoscope.
- One (1) aneroid tension meter with sleeve for adult and child patients
- One (1) Short spinal board
- One (1) pneumatic immobilizer kit
- One (1) set of cervical collar Philadelphia small, medium and large
- Two (2) disposable sheets for the principal stretch provided
- Two (2) blankets
- One (1) "pinza macha rompe anillos"
- Biohazard supplies: gloves set, cap, mouth cover mask, boots, disposable shirt, glasses and disposable bags for dispose infectives substances
- Rigid suitcase with compartments for medicine cabinet
- One (1) set of small surgeries: One (1) scalpel handgrip, two (2) scalpel sheets, two (2) Kelly curve clips, two (2) Kelly straight clips, two (2) mosquito clips, one (1) medium dissection clip with claw, one (1) medium dissection clip without claw, one (1) needle holder, one (1) trim for material, one (1) trim for fabric, one (1) eye camp, one (1) stainless steel tray with cover to content the previous elements.
- One (1) childbirth set: two (2) large Rochester clips, one (1) episiotomy trim, one (1) trim for material and cord ligation.

All the previous supplies and equipment shall be delivered sterilized and marked.

The contractor shall provide also the following supplies:

- One (1) package of ten (10) non woven disposable cover mouth.
- One (1) rigid case cantilever type
- One (1) "Guardian" system
- Five (5) micro drip infusion sets for "LEV"
- Five (5) macro drip infusion sets "LEV"
- One (1) protection glasses
- Five (5) Hartman solution bags 500 cubic centimeters (cc) each
- Two (2) saline solution bags
- Two (2) bags of dextrose in saline solution 5% x 500 cc
- One bottle of vinylpyrrolidone 100cc
- One (1) alcohol plastic bottle 250 cc
- One (1) bottle of surgery liquid soap 250 cc
- Ten (1) disposable syringes 5cc each
- Five (5) venipuncture catheters
- Five (5) disposable aspiration catheters
- One (1) portable screen with defibrillator
- One (1) sense organ equipment
- One (1) infusion pump
- One (1) cut ring
- One (1) glucometer
- One (1) pulse oximeter
- One (1) transport fan
- One (1) adult laryngoscope and three (3) cusps
- One (1) child laryngoscope and three (3) cusps
- One (1) Percutaneous transtracheal device
- One (1) set of endotracheal tubes for adult and for child
- One (1) thoracotomy equipment
- One (1) intubation guide
- Five (5) venous catheter different sizes
- Two (2) catheters for intraosseous infusion
- One (1) portable oxygen aluminum cylinder 5001 with dolly car, regulator, humidifier and masks

ELECTRIC SYSTEM

The ambulance shall be equipped with a power alternative system with electronic rectification and regulation, capable to produce and support 105 nominal amperes.

The alternate shall fulfill the Norma Tecnica Colombiana (NTC) 1704.

All the wires, switches and controls of the electric network shall support up to 25% over the nominal capacity of the circuit, during undefined time.

All the installed circuits shall be protected with calibrated fuses, easy access for replacement. The fuses related with the medical equipment and connections of the patient compartment, shall be in a unique box located in the back compartment.

All the electric equipment of the ambulance shall work on 12v continuous current, negative polarity to the vehicle mass.

The electric power storage system of the ambulance shall include two (2) batteries which shall be 150 A/H as minimum capacity of accumulation for both.

The accumulation system shall bring 12v which shall be able to support a 400A peak current and the capacity shall be enough to produce, without noticeable tension fall, 180A minimum during one (1) hour at 17 centigrade environment temperature. The batteries shall fulfill NTC 978, and the contractor shall provide at least fifteen months guarantee.

The electric network shall be installed into distribution pipes "conduflex" type self-extinguishing and shall include a suppression interference system for the radio equipment in the ignition wires. The entire network shall be isolated, water protected, marked and identified in the electronic drawings of the ambulance.

The ambulance shall include two independent electric circuits; the first one shall operate the vehicle and shall include two-way 12V DC Car Charger Cigar Cigarette Lighter, identified in the patient compartment. The second electric circuit shall include a 1700 watts electronic sine wave inverter, imported of 12v continuous current to 120 +/- 0.5v alternate current, 60 Hz located in the patient zone, protected and easy reach to operation and maintenance. This one shall have an automatic disconnection system to be fed from a urban power network of 120v +/- 10v and 60 Hz frequency.

The ambulance shall include an exterior outlet in the bodywork marked with the text 120v +/- 0.5v with an outdoor cap hinge type. It shall have a 30 m cable minimum with ends adapted for feed.

INTERNAL LIGHTS

The ambulance shall include four (4) roof lamps with switch for automatic start when any door opens, and a central switch to start the lights when the back doors are closed from patient zone.

The ambient lighting system shall bring a 200 luxes minimum main lighting, and 50 luxes maximum secondary lighting.

The ambulance shall include a removable lamp that can be used away from the vehicle.

EXTERNAL LIGHTS

Over the vehicle roof, on the horizontal plane the contractor shall provide and install an imported American bar of six (6) LED modules over the vertical axis with flash duration 0.6/f, including red color polycarbonate domes in the intervals of wave, included into the Geneva Convention for sanitary vehicles. This light shall be seen from a minimum 200m away; also the contractor shall install two (2) American imported LED lamps in the back side of the vehicle.

The direction of turn to 360 degrees under 8 degree vertical angle over and under the horizontal plane of the vehicle.

The lighting system shall include filters against interference for communication equipments.

On the sides the ambulance shall include delimitation lights located in the middle related with the lengthwise axis, with two (2) flashing red lights and two (2) fixed white lights, inclined 15 degrees respect vertical axis on both sides of the vehicle. In the back part of the vehicle, on the vertex, the contractor shall install two (2) red flashing lights, that shall start on during the stops . The contractor shall install one (1) access halogen lamp over the hood of the vehicle.

The contractor shall install in the left back side a red fog lamp. These lights can be turned on from the driver cabin and shall include the holder fuses for protection.

ROAD WARNING SOUND SYSTEM

The ambulance shall include an original made horn. The ambulance shall include an amplifier loudspeaker system 100 Watts, with electronic foghorn with three tones and horn, American type. This system can be turned on from the driver cabin and shall be commutable in the horn, hands free system and manual. This system shall be "Whelen" brand or similar.

The loudspeaker system shall include a volume control. All the control advices shall be distributed in the drive control panel to be turned on by him or the escort. The sound intensity shall be 120 db minimum tested to 30m away from the ambulance.

COMMUNICATIONS' SYSTEM

The contractor shall install one (1) radiotelephone to guarantee communication with headquarter of the clinic. It shall be a mobile type 12v protected with a fuse with an outlet of the battery. It shall be installed in the driver's cabin, in a visible and accessible place. The microphone shall be installed in a place where the driver and the crew of the ambulance can access it and read cardiac telemetry. The equipment shall be shock protected and direct sunshine, and shall allow selective connection to the loudspeaker system

The antenna shall be flexible and adequate adjusted length, guaranteeing that the relation of the stationary waves (ROE) be less than 1.5:1. The vehicular antenna shall be 5/8 wave. It shall be installed over the lengthwise axis of the vehicle, nearest to the center of it. it shall be mounted over an artificial ground plane made with a conducted plate 0.1m x 0.1m.

The wires shall be installed in the intern side of the vehicle with an accessible place for reparations. The radiotelephone shall operate into two meter wavelength and frequency opening between 135.000 and 160.000 with lateral range 12.5 MHz, 20w power minimum output transmission. It shall include minimum two (2) channels and maximum four (4) fixed and tone board. The equipment shall be capable to be programmed by software.

BODYWORK

The structure of the bodywork shall be manufactured with metallic cold rolled sheet 18 thick, exterior covered with aluminum sheet 2mm thick. It shall include front and back bumper, resistant to shocks and shall exceed 50mm the vertical front ends.

DOORS

The ambulance shall include four (4) accesses:

Two (2) in the driver cabin, one at each side of the vehicle with key lock and interior control access. Opening over vertical turn to forward and 75 degrees angle, and height 0.60m.

The principal access shall be located in the back of the ambulance with two vertical sheets with key lock, handle, and interior control and fixed polarized glass on the top. It shall be a 1.10m height door and 1.20 m wide as minimum.

The fourth access shall be located on the right side of the ambulance with a 0.6m wide usable opening and 1.10m height as minimum, turning over his vertical axis with a non-skid step. All the steps shall be non-skid type.

The doors shall be designed to avoid accidental opening. Also with interior opening mechanism and external opening using a key. On the driver main board shall be installed the open doors signal indicator, 10mm diameter and flashing light 2Hz-4Hz frequency, and shall be marked "PUERTAS ABIERTAS".

All the doors shall be hermetic against dust, water, air and in the bottom of them shall be installed reflective red bars and shall be seen when the doors are complete opened.

WINDOWS

All the windows shall fulfill the NTC 1467. The windows of the cabin doors shall open vertically. All the windows shall include security glasses in the superior third, homologated for automotive use in the patient zone, and shall be polarized with inside to outside visibility. The dimension shall 0.30m height and 0.40m length as minimum.

The back door windows all be fixed with hammer tool to break them for an emergency event. There shall not be left side windows, and all the windows shall be hermetic.

INTERIOR COATING

The interior of the ambulance shall be covered with an washable and sterilized material without fluid or sharp elements. It shall be white polyester reinforced with fiber glass class 8, fire retardant and disinfectant 4.5mm thick.

FLOOR

The ambulance floor shall be metallic sheet pressed 18 gauge, with 12 gauge bridges, covered with 10mm thick triplex sheet , sheathed with non-skid material, without steps. Any level change shall be performed with a ramp 6% slope. The floor material shall cover until 50mm in relation with the floor.

PATIENT COMPARTMENT

It shall a seat in the head of the patient.

CABINETS

The contractor shall provide a resistant shocks cabinet for medical drugs, washable, without sharp edges, with sliding doors acrylic translucent made, against accidental opening system included and shelves adjustable. It shall be wall to wall and floor to roof type. The contractor shall provide and install an isolated cabinet for oxygen cylinders, and it shall be centralized fixed

with visible and adjustable gauges from patient compartment. All the medical equipment shall be locked but allowing mobility.

The ambulance shall include a handrail bar in the center and along of the patient compartment for the support of the care staff.

ESCORT SEAT

It shall be a lateral seat built over furniture for storage with hermetic mattress and washable, white color with safety belts for two persons with protection in the lateral panel for the heads of the passengers and it shall be the place for the additional stretcher with safety belt for transportation when it is in use.

CREW SEAT

It shall be located in the patient compartment and it is for the care stuff of the patient. This seat shall include safety belt, back support and head support. It shall be located in front of the stretcher at the top.

DIMENSIONS OF THE AMBULANCE

Minimum length (bumper to bumper) 4.30 meters

Patient area: minimum length: 2.20 meters

Minimum wide: 1.60meters

Minimum height: 1.35 meters

ENVIRONMENTAL CONDITIONS

TEMPERATURE

The equipments in the ambulance shall be storage between -5 centigrade and 45 centigrade. The ambulance shall be in temperatures between 5 centigrade and 45 centigrade during 6 hours and use the equipment when the temperature has varied between 0 centigrade and 40 centigrade. The contractor shall provide and install an Air Conditioned (A/C) System with a control in the patient compartment. This A/C shall get the maximum dry temperature of the patient compartment on 24 centigrade in 20 minutes and shall fulfill the NTC 3476. The cooling of the A/C system shall be ecologic and shall take the air from the ambulance exterior on the opposite side of the vehicle exhaust pipe. The ambulance shall include an exhaust fan12v, and the electric system of the ambulance shall support this equipment without detriment of the performance of the vehicle.

NOISE LEVEL

The contractor shall fulfill the standards of the Ministry of Health about soundproofing.

WATERPROOF

The ambulance shall comply a test of projection of water spay jet during 2 minutes and 4 meter away and 30 grades opening. The ambulance passes the test if after the 2 minutes and a complete inspection, the vehicle does not show any leakage or infiltration.

EXHAUST

The ambulance shall expel the motor gases in a side of the ambulance, for a back side of the lateral doors and before the back tires.

ESPECIFICACIONES EN ESPANOL

Terminos de Referencia - Ambulancia

El contratista suministrara un vehiculo de ambulancia, para Traslado Asistencial Basico – TAB, para transporte terrestre, montado en un chasis de una camioneta 4x4 C/S Pick up o similar.

La ambulancia deberá cumplir el manual de requisitos minimos, técnicos y sanitarios para ambulancias terrestres de la Red Nacional de Urgencias del Ministerios de Salud y las exigencias establecidas en la norma Icontec 3729 y anexo No. 1 de la resolución 1043 del 3 de abril de 2006. La ambulancia va a ser usada en caminos terciarios, no pavimentados, así que deben ser de trabajo pesado, y deben ofrecer garantía de en todos los equipos y elementos de por lo menos un año.

DISEÑO GENERAL:

Se instalará una división con vidrio de corredera entre la cabina y la zona del paciente. Llevará vidrios de corredera polarizados al lado derecho. La ambulancia consta de dos áreas principales compartimiento del conductor y compartimiento del paciente los cuales son totalmente independientes comunicadas visual y auditivamente entre si por un modulo de comunicación con un sistema de ventanas corredizas.

COLOR:

Pintura de color blanco que reúne las condiciones de visibilidad y fácil identificación. con los emblemas de ambulancia en la parte trasera y delantera invertido. Se aplicarán distintivos con colores reflectivos que junto con la rotulación permitan identificar de forma clara e inequívoca al vehículo como ambulancia.

IDENTIFICACION:

La identificación debe estar en todos los lados exteriores de la carrocería, incluido el techo, debe llevar la leyenda de “AMBULANCIA” y el numero de identificación en los costados laterales y en la parte posterior de la carrocería.

La identificación ubicada en la parte anterior externa de la carrocería se colocara en sentido inverso de manera que el conductor que precede la ambulancia puede leer claramente la palabra AMBULANCIA en el espejo retrovisor. Adicionalmente se debe incluir en el rotulado la sigla de identificación TAB. Las letras de Ambulancia, será de 180mm de altura y de 2.5mm de espesor.

La ambulancia se debe identificar con el logotipo internacional de la Cruz Roja, visible desde la parte de la ambulancia (vista de planta) o en el techo y puertas

posteriores de la misma.

El compartimiento del paciente debe tener las leyendas “NO FUME” y “USE EL CINTURON DE SEGURIDAD”.

EQUIPO DE HERRAMIENTAS:

- 1 extintor para fuegos ABC, con capacidad mínima de 2,26kg (5 lb.) para cada uno de los compartimientos
- 1 juego de seis llaves
- 1 llave inglesa
- 1 chaleco fluorescente
- 1 rueda de repuesto
- 3 destornilladores de pala
- 3 destornilladores de estrella
- 1 llave de pernos tipo cruceta
- señales reflectivas de emergencia
- linterna con pilas
- caja de fusibles x 20 unidades de los usados por este vehículo
- 1 gato y (1) equipo para sustitución de ruedas
- 1 alicata de mango aislado
- 1 palanca pate cabra
- 2 tacos de madera o de otro material para bloqueo de llantas
- 1 martillo de 250 grs.
- 1 tijera corta todo
- 1 cuerda estática de 20 m, con un diámetro mínimo de 12,7 Mm.
y su correspondiente gancho de tracción
- 1 juego de cables de iniciación para la batería
caneca de agua con elementos propios de aseo
- lámpara con enchufe con cable mínimo de 15m de longitud a toma corriente

DOTACION:

CAMILLA PRINCIPAL:

camilla de dos niveles, con ruedas, espaldar abatible de 0 a 75 grados con sistema mecánico de bloqueo, barandas de seguridad a los lados abatibles, colchoneta rectangular en espuma de alta densidad de 10cm de espesor forrada en cordobán impermeable, lavable, cinturones de seguridad.

Será de material metálico, garantizando rigidez anticorrosión y ligereza.

Longitud: 2 mts mínimo medido entre los puntos mas sobresalientes de la estructura incluidos los asideros y elementos adicionales de manejo y transporte.

De la longitud, 1.80 mts estarán reservados al paciente.

Anchura:60cms como máximo incluyendo barandillas y el ancho no será menor de 50cms

Altura:desde la base de los pies deslizantes a la parte superior del plano destinado al paciente 0.25 mts como mínimo a 1.35 mts como maximo.Tendra dos posiciones,alta y baja.

Pies deslizantes y abatibles y será manejable por una sola persona.

La camilla será capaz de soportar 180 Kg. sin sufrir daños en la estructura.

La disposición de la camilla en el compartimiento estará de forma tal que la cabeza del paciente este orientada hacia la parte delantera del vehiculo.La parte superior de la camilla correspondiente a la cabeza estará separada de la partición al menos 15cms y la parte lateral estará separada al menos 25 CMS del lateral derecho.

Sistema de anclaje:la camilla se asegurara con soporte lateral y enfocador delantero que no permite movimientos transversales ni verticales de importancia.El sistema de aseguramiento para transporte será manual y no permitirá movimientos en caso de aceleraciones o frenadas incluidos los casos de colisiones

La camilla llevara (3) cinturones de seguridad para el paciente.

ASIENTO ACOMPAÑANTE:

Al lado derecho se instalará un asiento para acompañante del largo total con colchoneta abatible forrada en cordobán que será el sitio de colocación de la camilla auxiliar y fijada por medio de cinturones de seguridad en la parte inferior con compartimiento para almacenamiento de sábanas y mantas.

CAMILLA DE TRAUMA:

Camilla tipo cuchara en aluminio dural importada

Tabla larga

SILLA DE RUEDAS:

Construida en marco metálico ligero, plegable con tendido en lona, lavable y de fácil desinfección con cinturón de seguridad, empaque de transporte soporte en el compartimiento posterior,sin producir ni producirse daño durante el movimiento del vehiculo.Este garantizara la inmovilidad de este elemento cuando este el paciente a bordo.

DOTACION ESPECIFICA TAB

EQUIPO

-Soporte para techo para líquidos parenterales

-Torniquete de venopunción

-Una riñonera

-Pato orinal

- Pato coprológico
- Llave boca fija de 1 1/8 para conexión a la red de oxígeno
- Cilindro de oxígeno de 6m³ en gabinete exclusivo
- Regulador de oxígeno
- Conexión en manguera de presión desde el cilindro hasta el sistema de distribución
- Un flujo metro con toma pared conectado al sistema de almacenamiento
- Dos vasos humidificadores con racores
- Cuatro mangueras reutilizables para repartición de oxígeno
- Mascarillas desechables (3) adulto,(3) niño
- Un succionador eléctrico portátil que consta de :
Bomba de vacío,mangueras,vaso de recolección,corriente a 12v.
- Un respirador manual pediátrico con reservorio de oxígeno y 2 mascarillas
- Un respirador manual adulto con reservorio de oxígeno y 3 mascarillas
- Un juego de cánulas de guedel 2,4,5
- Una linterna de examen con sus respectivas pilas -Fonendoscopio de doble servicio.
- Tensiometro aneroides con mangas para pacientes adultos y pediátricos
- Una tabla corta espinal
- Kit de inmovilizadores neumáticos
- Juego de collares cervicales PHILADELPHIA small,médium y large
- Dos sabanas desechables con las medidas de la camilla principal.
- Dos mantas
- Una pinza macha rompe anillos
- Material de bioseguridad:guantes,gorro,tapabocas,botas, blusa en material desechable,gafas y bolsas desechables para disposición de las sustancias infecciosas.
- Un maletín rígido ,con compartimentos para botiquín
- Un equipo de pequeña cirugía:(1)mango de bisturí, dos hojas de bisturí, dos pinzas Rochester,dos pinzas Kelly curvas.dos pinzas Kelly rectas,dos pinzas mosquito, una pinza de disección mediana con garra y una sin garra, un portaagujas,una tijera de material, una tijera de tejido, un campo de ojo.Una cubeta en acero inoxidable con tapa para contener lo anterior.

Equipo de parto:dos pinzas Rochester largas, tijera de episiotomía, tijera de material y ligadura umbilical.

Este equipo permanecerá esterilizado y rotulado.

- Un paquete de 10 tapabocas desechables
- Un maletín rígido cantaliver
- Un sistema Guardián
- Cinco equipos de microgoteo para administrar LEV
- Cinco equipos de macrogoteo para administrar LEV
- (1) gafas de protección
- Cinco bolsas de solución de Hartman de 500cc c/u

- Dos bolsas de solución salina
- Dos bolsas de dextrosa en solución salina al 5% x 500cc
- Un frasco de vinilpirrolidona de 100cc
- Un frasco de alcohol en plástico de 250cc
- Un frasco de jabón quirúrgico
- Diez jeringas desechables por 5cc c/u
- Cinco catéteres de venopunción
- Cinco sondas de aspiración desechables
- Monitor portátil con desfibrilador
- Equipo de órganos de los sentidos
- Una bomba de infusión
- Un corta anillos
- Un glucómetro
- un oxímetro de pulso
- Un ventilador de transporte
- Laringoscopio adulto y tres valvas
- Laringoscopio pediátrico y tres valvas
- Dispositivo traqueal percutáneo
- Tubos endotraqueales adulto y pediátrico
- Equipo de toracotomía
- Una guía de intubación
- (5) catéteres venosos e diferentes tamaños
- (2) catéteres para infusión intraósea
- Bala de oxígeno portátil de aluminio de 500l con carro transportador, regulador, humidificador y mascarar.

SISTEMA ELECTRICO:

Las ambulancias deben estar equipadas con un sistema generador tipo alternador con rectificación y regulación electrónica con capacidad de producir 105 amperios nominales.

El alternador cumplirá con la NTC 1704

Todos los cables, interruptores y mandos de la instalación eléctrica deben soportar sin deterioro mínimo hasta el 25% por encima de la capacidad nominal del circuito, por tiempo indefinido.

Todos los circuitos instalados deben estar protegidos mediante fusibles calibrados de fácil accesibilidad para su eventual sustitución. Los fusibles correspondientes al equipo médico y conexiones del compartimiento del paciente, deben ir en una caja única en el compartimiento posterior.

Todo el equipo eléctrico de la ambulancia, funcionará a una tensión nominal de 12v de corriente continua, con polaridad negativa a la masa del vehículo.

El sistema de almacenamiento de energía eléctrica de todas las ambulancias constará de dos baterías las cuales deben tener una capacidad mínima de acumulación entre las dos de 150 A/H.

El sistema de acumulación proporcionara una tensión de 12v capaz de suministrar una corriente pico de 400A y su capacidad debe ser suficiente para producir sin caída apreciable de tensión una intensidad mínima de 180A durante una hora a 17oC de temperatura ambiente.Las baterías cumplirán con todos los requisitos establecidos en la NTC 978.Se suministrará la garantía de las baterías.

La instalación eléctrica estará dentro de tubo de distribución (conduflex) que es auto extingible y poseerá un sistema de supresión de interferencia para los equipos de radio en los cables de ignicion.Estara aislada, protegida del agua, señalizada e identificada en planos electrónicos de la ambulancia.

La ambulancia tendrá dos circuitos eléctricos independientes el primero para operar el vehículo que además extenderá dos tomas tipo encendedor de cigarrillos bien identificados en la zona de pacientes y el segundo con un inversor de 1700 watts sinusoidal electrónico, importado de 12v de corriente continua a 120 mas o menos 0.5v de corriente alterna a 60hz ubicado en la zona de pacientes, protegido y de fácil alcance para operación y mantenimiento.Tendra un sistema de desconexión automática al ser alimentado a la red urbana a una tensión de 120v mas o menos 10v y frecuencia 60hz.

Se instalara una toma exterior en la carrocería marcada con entrada a 120v mas o menos 0.5v con tapa para intemperie tipo bisagra.Tendra un cable mínimo de 30 mts con extremos adaptados para alimentación.

LUCES INTERIORES:

cuatro lámparas de techo con switch de cortesía para encendido automático al abrir las puertas y switch central para accionar las luces cuando las puertas traseras se encuentren cerradas desde la zona del paciente.

El sistema de iluminación ambiental proporcionara una iluminación principal de mínimo 200 lux y una iluminación secundaria máxima de 50 lux.

La ambulancia llevara lámpara desmontable que permita su utilización a distancia del vehículo.

LUCES EXTERIORES:

Sobre la capota sobre el plano horizontal se instalará una

barra importada americana de seis módulos LED sobre su eje vertical con duración de destello 0.6/f,con domos en poli carbonato de color rojo en los intervalos de onda acogidos en los convenios de Ginebra para vehículos sanitarios.Esta se podrá ver a 200m mínimo y se instalara en la parte trasera dos lámparas LED importadas.

El sentido de giro a 360 grados bajo un ángulo vertical de 8 grados por encima y debajo del plano horizontal del vehículo.

Dotados con filtros contra interferencia para equipos de comunicaciones.

A los lados llevara luces de delimitación con respecto a su eje longitudinal dos luces rojas intermitentes y dos luces blancas fijas con inclinación de 15 grados con respecto a su eje vertical a cada lado del vehiculo.En la parte trasera se instalarán dos lámparas

intermitentes rojas en los vértices en caso de parada. En la parte trasera de la capota se instalará una lámpara halógena de acceso.

Se instalará al lado izquierdo trasero un faro antiniebla de color rojo. Las luces serán accionadas desde la cabina del conductor y llevarán sus respectivos portafusibles de norma para protección.

SISTEMA SONORO DE ALERTA VIAL:

La ambulancia tendrá un pito original de fabrica.

Se suministrará un amplificador de perifoneo de 100 WATTS de potencia RMS, americano con sirena electrónica de tres tonos y horn, accionada desde la cabina conmutables en el pito en manos libres y forma manual marca WHELEN.

El perifoneo tendrá control de volumen. Los dispositivos de mando estarán en el panel de control del conductor para ser accionado por este y su acompañante.

La intensidad sonora será mínimo de 120db medidos a 30 mts del vehículo.

SISTEMA DE COMUNICACIONES

Se instalará un radioteléfono para tener contacto con la base de tipo móvil a 12v protegido por fusible con toma de corriente de la batería. Se instalará en la cabina de conducción en lugar visible y accesible. El micrófono

estará ubicado en un lugar que permita ser utilizado por los tripulantes y permita leer telemetría cardíaca.

El equipo estará protegido contra golpes y rayos directos de sol y permitirá conexión selectiva al sistema de megafonía.

La antena será flexible y de longitud adecuada ajustada de manera que la relación de las ondas estacionarias (ROE.) sea menos de 1.5:1 se instalará antena vehicular de 5/8 de onda.

Se instalará sobre el eje longitudinal del vehículo lo más próximo al centro del vehículo.

Será montado sobre un plano de tierra artificial constituido por placa conductora de 0.1m x 0.1m

El cableado irá por la parte interna del vehículo con lugar accesible en caso de reparaciones.

El radioteléfono operará en dos metros de longitud de onda y apertura de frecuencia entre 135.000 y 160.000 con rango lateral de 12.5 Mhz, salida mínimo de 20w de potencia de transmisión. Poseerá mínimo dos canales y máximo cuatro fijos y tarjeta de tonos. Se programará por medio de software.

CARROCERIA:

Estructura en lámina calibre "18" forrada en la parte exterior en lámina de aluminio de 2mm. Llevará parachoques delantero y trasero resistente a los golpes y sobrepasará en 50 Mm. los verticales de los extremos delanteros.

PUERTAS:

La ambulancia tiene (4) accesos:

Dos en la cabina de conducción a cada lado del vehículo con bloqueo mediante llave y acceso por control interior. Apertura sobre giro vertical hacia adelante y ángulo de 75 grados. Presentaran altura mínima de 0.60 mts.

El acceso principal se hará por medio de puerta trasera en dos hojas verticales con chapa, manija, seguro de llave, control interior y vidrio fijo polarizado en la parte superior. Tendran una altura útil de 1.10 m y de 1.20 m de ancho como mínimo.

El cuarto acceso se ubicara en el costado derecho de la ambulancia de apertura útil de 0.60 mts de ancho y 1.10 mts de alto como mínimo girando sobre su eje vertical con peldaño antideslizante. Todos los peldaños serán antideslizantes.

Las puertas tienen diseño para evitar apertura accidental, mecanismos de apertura interiores y exteriores mediante llave. En el tablero del conductor se instalara piloto indicador de puertas abiertas con diámetro de 10mm e iluminación intermitente con frecuencia entre 2hz

Y 4hz. se designará mediante rotulo de PUERTAS ABIERTAS.

Todas las puertas serán herméticas contra polvo, agua, aire en la parte interior de las mismas se instalara franjas de color reflectivo rojo para que la señalización sea máxima cuando estén totalmente abiertas.

VENTANAS:

Todas las ventanas cumplen la ntc 1467. Las ventanas de las puertas de cabina se accionaran verticalmente. Todas las ventanas estarán en el tercio superior con vidrios de seguridad homologadas para uso automotriz en la zona del paciente, y estarán polarizadas con visibilidad de adentro hacia afuera. Las dimensiones serán mínimo de 30cms de alto por 40cms de largo.

Las ventanas de la puerta trasera serán fijas con dispositivo de martillo para fracturarlas. No habrá ventana al lado izquierdo y todas las ventanas serán herméticas.

REVESTIMIENTO INTERIOR:

Forrada en material de fácil lavado y esterilización sin elementos filudos o cortantes, de color blanco en poliéster reforzado en fibra de vidrio clase 8, retardante al fuego y resistente a desinfectantes con espesor de 4.5mm.

PISO:

En lámina calibre "18" prensada con puentes en calibre "12", cubierta con una lámina de triplex de "10" Mm. forrada en material antideslizante. Sera sin escalones y cualquier cambio de nivel se hará mediante rampa inferior al 6%.

El material del piso subir hasta 50mm con relación al piso

COMPARTIMENTO DEL PACIENTE:

Tendrá un asiento a la cabecera del paciente

GABINETES:

Se suministrará un gabinete para medicamentos resistentes a impactos, lavables sin bordes filudos, con puertas de corredera en acrílico traslucido, sistema contra apertura accidental y entrepaños con altura graduable.

Será de tipo piso techo pared a pared.

Se suministrará un compartimento aislado para los cilindros y será de tipo centralizado fijo con manómetros visibles y regulables desde el compartimiento del

paciente.

Todos los equipos médicos serán asegurados sin detrimento de su movilidad.

La ambulancia llevará barra pasamanos en el centro a todo lo largo del compartimiento de pacientes para el sostenimiento del personal asistencial.

SILLA ACOMPAÑANTE:

Asiento lateral construido sobre mueble para almacenamiento con colchoneta hermética y lavable de color claro con cinturones de seguridad para dos personas con protección en el panel lateral para las cabezas de los ocupantes y será el sitio para la camilla adicional con cinturones para su transporte cuando este en uso.

SILLA TRIPULANTE:

Asiento a la parte del compartimiento del paciente y destinado a la persona que atiende al enfermo, dotado de cinturón de seguridad, espaldar y apoyacabezas. Se ubicará mirando hacia la camilla en su cabecera.

LONGITUDES:

Longitud mínima de la ambulancia de bomberos a bomberos: 4.30 mts

Del área del paciente: longitud mínima: 2.20 mts

ancho mínimo: 1.60 mts

altura mínima: 1.35 mts

CONDICIONES AMBIENTALES:

TEMPERATURA

Los equipos en la ambulancia se almacenarán entre temperaturas de -5°C a 45°C. La ambulancia podrá mantener temperaturas entre 5°C y 45°C por 6h y utilizar el equipo

una vez que la temperatura haya variado entre 0oc y 40oc.

Se instalara un aire acondicionado con control en el compartimiento de paciente con capacidad de conseguir temperatura máxima seca de 24oc en 20 min. y cumplir con la NTC 3476.

El refrigerante será ecológico y se tomara el aire del exterior al lado contrario del exhosto.

La ambulancia tendrá extractor de olores con corriente a 12v.Estos equipos funcionan sin detrimento de la ambulancia

NIVEL DE RUIDOS:

Se cumplirá la normatividad al respecto por el ministerio de salud con la mejor insonorización posible.

IMPERMEABILIDAD:

La ambulancia superara una prueba de proyección de agua pulverizada por chorro de 7mm durante 2 min. y a 4 metros de distancia con apertura de 30 grados.No se debe encontrar después de la prueba señales de agua dentro del vehículo.

EXHOSTO:

La ambulancia expulsara los gases del motor por un costado de la ambulancia por un costado posterior a las puertas laterales y anterior a las llantas traseras.

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
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0001 30 dys. ADC 1 USMILGP COLOMBIA - WAREHOUSE WF7LKT
 ROY DE HOYOS
 NUEVA ZONA DE AVIACION
 HANGAR 18 PTA 6 VIA CATAM
 BOGOTA
 423-8416
 FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	FEB 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.214-34	Submission Of Offers In The English Language	APR 1991
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.225-7041	Correspondence in English	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
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2012)
 ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

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

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

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

Inverted domestic corporation, as used in this section, 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). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“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.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.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 (n) 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 to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It * is, * is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ballot] is, [ballot] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) 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.

(9) 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:

(10) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

(11) (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 CCR Dynamic Small Business Search Database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(12) Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

(The offeror shall check the category in which its ownership falls):

Black American.

____Hispanic American.

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

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

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

____Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that 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.)

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.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, 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) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 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 Free Trade Agreement country end products (other than Bahrainian, Korean, 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, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) 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)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

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

(4) [ballot] Have, [ballot] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

() (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

() (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: -----.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other -----.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that 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. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(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 (MAY 2012)

(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.)

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

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (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 (June 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 (Feb 2012) (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).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(10) 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).

(11) [Reserved]

(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13)(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.

(14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

(15)(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.
- ____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ____ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ____ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (19)(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.
- ____ (20) 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).
- ____ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ____ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- ____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ____ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- x (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).
- ____ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ____ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ____ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- ____ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ____ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (34) 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.)

___ (35)(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.)

___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (37)(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 (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

___ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Mar 2012) of 52.225-3.

X (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 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)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

 (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

 (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

 (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 (51)(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) (41 351, 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 (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

(iii) Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using [the Global Currency Exchange Rates Report published daily by the Charleston Financial Service Center in effect as stated below. This is the official rate to be used for all financial transactions processed by the Embassy in Bogota.] in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures--

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

52.247-27 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.aquisition.gov/far

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov/far

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2012)

(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 (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).

(5) 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

(ii) Alternate I (OCT 2011) of 252.225-7001.

(7) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

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

- (11) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- 12) ___ 252.225-7017, Photovoltaic Devices (MAY 2012) (Section 846 of Pub. L. 111-383).
- 13)(i) ___ 252.225-7021, Trade Agreements (MAY 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ___ Alternate II (OCT 2011) of 252.225-7021.
- (14) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) ___ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (MAY 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2011) of 252.225-7036.
- (iii) ___ Alternate II (OCT 2011) of 252.225-7036.
- (iv) ___ Alternate III (OCT 2011) of 252.225-7036.
- (v) ___ Alternate IV (MAY 2012) of 252.225-7036.
- (vi) ___ Alternate V (MAY 2012) of 252.225-7036.
- (17) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ___ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ___ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) ___ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data ((SEP 2011), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).
- (23) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

- (26) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(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.
- (30) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).
- (31) 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- 2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (9) 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)

PAYMENT TERMS

PAYMENT PROCESS

Please be aware that the American Embassy-USMILGP only will pay for the items related into the Purchase Order. Any change shall be authorize by the Contracting Office, otherwise it won't be valid.

The Payment will be made 30 days after we receive the invoice and also when we confirm that the items were received.

TO SUBMIT THE INVOICE:

Present an Original invoice submitted to the USMILGP Payment Office as follows:

MS Tatiana Suarez
Email: suarez@tcsc.southcom.mil

Within Colombia:

Billing Address:
Calle 24 Bis 48-50 (POST 1)
US Embassy
USMILGP – RMO
BOGOTA, COLOMBIA
TEL: 011-571-383-2601

Invoices will be received ONLY on Tuesdays from 10:00am thru 12:00 pm by Tatiana Suarez.