

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W91Y9971351000		PAGE 1 OF 14	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-17-Q-0032	
6. SOLICITATION ISSUE DATE 22-Jun-2017		7. FOR SOLICITATION INFORMATION CALL:		a. NAME JUAN P. ARZULAMBERT		b. TELEPHONE NUMBER (No Collect Calls) 011-571-275-4228	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 06 Jul 2017		9. ISSUED BY CODE W913FT 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		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 532112 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$38,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE W9094C 204TH MIBN (APIAY) RODNEY JIMENEZ BASE AEREA DE APIAY KM 7 VIA PUERTO LOPEZ, ME A VILLAVICENCIO APIAY TEL: 915) 744-8115 FAX:		16. ADMINISTERED BY CODE		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. 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)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

**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	Non-Armored Vehicle Lease - Apiay FFP Includes vehicle, insurance and maintenance, 24 hours a day, 7 days a week; 365 days a year IAW the specifications below. One (01) Non-Armored Vehicles SUV Mid-Size – Model 2014 or newer. Cost per month for one (1) vehicle. FOB: Destination PURCHASE REQUEST NUMBER: W91Y9971351000	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Non-Armored Vehicle Lease - Apiay FFP Includes vehicle, insurance and maintenance, 24 hours a day, 7 days a week; 365 days a year IAW the specifications below. Three (03) Non-Armored Vehicles VANS – Model 2014 or newer. Cost per month for each of (3) vehicles - 36 months total. FOB: Destination PURCHASE REQUEST NUMBER: W91Y9971351000	36	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Non-Armored Vehicle Lease - Apiay FFP Includes vehicle, insurance and maintenance, 24 hours a day, 7 days a week; 365 days a year IAW the specifications below.	12	Months		
One (01) Non-Armored Vehicles PICK UPS – Model 2014 or newer.					
Cost per month for one (1) vehicle. FOB: Destination PURCHASE REQUEST NUMBER: W91Y9971351000					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Non-Armored Vehicle Lease - Apiay FFP Includes vehicle, insurance and maintenance, 24 hours a day, 7 days a week; 365 days a year IAW the specifications below.	12	Months		
One (01) Non-Armored Vehicles SUV Mid-Size – Model 2014 or newer.					
Cost per month for one (1) vehicle. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Non-Armored Vehicle Lease - Apiay FFP Includes vehicle, insurance and maintenance, 24 hours a day, 7 days a week; 365 days a year IAW the specifications below.	36	Months		
Three (03) Non-Armored Vehicles VANS – Model 2014 or newer.					
Cost per month for each of three (3) vehicles - 36 months total. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Non-Armored Vehicle Lease - Apiay FFP Includes vehicle, insurance and maintenance, 24 hours a day, 7 days a week; 365 days a year IAW the specifications below.	12	Months		
One (01) Non-Armored Vehicles PICK UPS – Model 2014 or newer.					
Cost per month for one (1) vehicle. FOB: Destination					

NET AMT

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
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0001	POP 15-JUL-2017 TO 14-JUL-2018	N/A	204TH MIBN (APIAY) RODNEY JIMENEZ BASE AEREA DE APIAY KM 7 VIA PUERTO LOPEZ, ME A VILLAVICENCIO APIAY 915) 744-8115 FOB: Destination	W9094C
0002	POP 15-JUL-2017 TO 14-JUL-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0003	POP 15-JUL-2017 TO 14-JUL-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1001	POP 15-JUL-2018 TO 14-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1002	POP 15-JUL-2018 TO 14-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1003	POP 15-JUL-2018 TO 14-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government

SPECIFICATIONS

SPECIFICATIONS/REQUIREMENTS

Non-Armored Vehicle Lease

1.0 DESCRIPTION OF LEASE: The contractor shall provide all resources necessary to include but not limited to equipment, materials, supplies, repair parts, insurance and any other to provide five (5) non-armored vehicles without driver and fuel in support of U.S. personnel in Colombia.

2.0 PLACE OF PERFORMANCE: Apiay Air Force Base – Villavicencio, Colombia

PERIOD OF PERFORMANCE:

Base: 15 July 2017 – 14 July 2018
First Option: 15 July 2018 – 14 July 2019

3.0 NON-ARMORED VEHICLE SPECIFICATIONS:

3.1 All vehicles shall be at least the model 2014 or newer at the time of contract award. Vehicles must be in operational/functional running condition and equipped with operational air-conditioning, spare tire, toolbox and highway reflective markers. All vehicles shall have automatic transmission.

3.2 Vehicle Type:

DESCRIPTION OF THE REQUIREMENT

One (1) Non-Armored Vehicle SUV –Mid Size Model 2014 or newer to include insurance and maintenance with the following minimum specifications/characteristics:

No. of Seats/Passenger Capacity	Five (5) or more
No. of Doors	Five (5)
Cylinder Engine	3,000 c.c. or larger
Fuel Engine	Fuel and /or Diesel

Three (3) Non-Armored Vehicle VAN – Model 2014 or newer to include insurance and maintenance with the following minimum specifications/characteristics:

No. of Seats/Passenger Capacity	Ten (10)
No. of Doors	Five (5)
Cylinder Engine	2,400 c.c. or larger
Fuel Engine	Fuel and/or Diesel

One (1) Non-Armored Vehicle PICK UPS – Double Cab Model 2014 or newer to include insurance, maintenance with the following minimum specifications/characteristics.

No. of Seats/Passenger Capacity	Three (3) to Four (4)
No. of Doors	Two (2) to Four (4)
Cylinder Engine	2,400 c.c. or larger
Fuel Engine	Fuel and/or Diesel

3.3 COMPLIANCE WITH COLOMBIAN MINISTERIO DE TURISMO REGULATIONS: Colombian law requires that all companies leasing vehicles be registered with the **MINISTERIO DE TURISMO** and that each individual vehicle also be so registered. Rental vehicles shall be owned and registered in the name of the company leasing that vehicle. Each vehicle shall be insured to the limits required by law in the name of the vehicle's owner. Prior to issuance of the contract, the contractor shall provide proof of vehicle registration, ownership and insurance for each vehicle proposed.

3.4 INSURANCE: Contractor shall provide full insurance coverage for all vehicles IAW Colombian laws and regulations.

4.0 NON-ARMORED VEHICLE: The non-armored vehicle will be provided to US Government personnel in accordance with schedules provided by the Government POC after award of a contract..

4.1 REGULAR SCHEDULE: The Contractor shall provide and ensure that the vehicle will be for 24 hours a day, seven days a week and 365 days a year.

4.2 RESPONSE TIME: The Contractor shall respond to all requests within 30 minutes. In the case of an accident or a vehicle breaking down, the Contractor shall provide a replacement within 30 minutes.

5.0 SAFETY AND MAINTENANCE: The contractor shall comply with all local safety requirements and ensure that all reasonable efforts are made to protect all persons from harm and U.S. Government property from damage. All vehicles shall meet all Colombian safety requirements and have, as a minimum, the following safety features: rear and front lights, rear view mirrors, windshield wipers, parking brake, and horn. Both the vehicle exterior and interior shall be free of excessive soil, rust and damage. Corrective and preventive maintenance shall be provided as needed at the site where the vehicle is being utilized.

5.1 VEHICLE DAMAGE: However, in the case of documented damage to the vehicle as a result of hostilities against an authorized US Government occupant, the Contractor may request compensation from the US Government. For vehicle the Government shall be responsible only for the deductible portion of the claim (10%).

5.2 INSPECTION: All vehicles shall be inspected periodically by the Government POC to ensure compliance with security regulations as stated in specifications. Vehicles shall be inspected prior to contract award and before each performance period. The Government POC and contractor shall make a determination of when inspection will be conducted. All vehicle inspections shall be coordinated by the customer and the contractor two (2) days in advance of the inspection. **The Government POC will provide the contractor with an inspection checklist to use for their inspections. Once inspection is completed, a copy of the complete inspection checklist will be provided to the Contracting Office.**

5.2.1 The contractor shall remove any part of the vehicle if necessary, during vehicle inspection. The Government inspector shall not remove any vehicle part.

5.2.2 Vehicles that do not pass inspection shall be immediately replaced and shall be re-inspected prior to vehicle use. If the contractor cannot provide vehicles that pass inspection, the contract may be terminated for non-performance.

5.2.3 Vehicles shall be inspected prior to use when vehicle is replaced with another vehicle.

5.2.4 Contractor must retain/file all inspection results.

5.3 Documents Required for Vehicle Inspection: The contractor shall provide hard copies to the customer of the following documents/information at vehicle inspection:

- a. Certificate provided by the Ministerio de Turismo(Colombian Law)
- b. Automobile insurance SOAT requested by Ministry of Transportation - Colombian Law
- c. Proof of ownership requested by Ministry of Transportation- Colombian Law)
- d. Maintenance program
 1. Vehicle manufacturer, year, make, model, size, and type
 2. Vehicle chassis VIN number, license plate number, and vehicle number

3. A checklist of major vehicle components requiring scheduled maintenance or service—component list.
4. Annual safety inspections—either as a separate line item or identified in a line item with an interval that meets the requirement of annual inspection (the safety components inspected should be identified in the checklist).
5. Scheduled maintenance activities to be performed, identified by either date (time period), odometer reading (elapsed mileage), or number of lift cycles.
6. Dates the scheduled maintenance or service was actually completed, including any repairs made, depending on software used.
7. Vehicle odometer mileage at time of each maintenance or service.
8. Warranty maintenance service performed, whether noted as part of the regular scheduled maintenance, or performed separately.
9. POC information of person who performed the maintenance.

6.0 SUBCONTRACTING: Subcontracting is NOT authorized under this contract. The vehicles shall be owned by the company.

7.0 VEHICLE SUBTRACTIONS: The Government reserves the right to reduce number of vehicles provided during the period specified in the contract. If this occurs, a minimum 15-day notification will be provided to the contractor. Cost under the contract will be reduced accordingly based on the pro-rated vehicle price.

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-2	Evaluation - Commercial Items	OCT 2014
52.212-3	Offeror Representations and Certifications--Commercial Items	JAN 2017
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	JAN 2017
52.217-5	Evaluation Of Options	JUL 1990
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2016
52.222-50	Combating Trafficking in Persons	MAR 2015
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000

52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.228-8	Liability and Insurance - Leased Motor Vehicles	MAY 1999
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

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 a fixed rate of COP \$2800 to ONE (\$1) US Dollar in effect as follows:

(The fixed rate affords the Vendor, Contracting Agency and Financial Management Organizations to manage contractual evaluations and payments in a stable manner. The current fixed rate is subject to periodic evaluation and change, as required, in order to accommodate all interested parties.)

(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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

(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):

<http://www.acquisition.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):

<http://www.acquisition.gov/far>

(End of clause)

252.229-7001 TAX RELIEF (SEPT 2014)

(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 (19%)

(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)

ADDENDUM TO FAR 52.212-1

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

(a) **North American Industry Classification System (NAICS)** code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits a quotation in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) **Submission of quotations.** Submit signed and dated quotations to the office specified in this solicitation via email to rosalba.mateussandoval.fn@mail.mil with courtesy copy to Juan.p.arzulambert.civ@mail.mil

at or before the exact time specified in this solicitation. Quotations may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, quotations must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of quotations;
- (3) The name, address, telephone number and email address of the quoter;
- (4) A technical description of the items being quoted in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the quoter shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the quotation is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Quotations that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) **Period for acceptance of quotations.** The quoter agrees to hold the prices in its quotation firm for 30 calendar days from the date specified for receipt of quotations.

(d) **Product samples.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of quotations. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) **Multiple quotations.** Quoters are encouraged to submit multiple quotations presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each quotation submitted will be evaluated separately.

(f) **Late submissions, modifications, revisions, and withdrawals of quotations.**

(1) Quoters are responsible for submitting quotations, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that quotations or revisions are due.

(2) Any quotation, modification, revision, or withdrawal of a quotation received at the Government office designated in the solicitation after the exact time specified for receipt of quotations is “late” and will not be considered unless it is received before award is made, and the Contracting Officer determines that accepting the late quotation would not unduly delay the acquisition.

(g) **Issuance of Purchase Order.** The Government intends to evaluate quotations in accordance with FAR 13.106. The Government will not use the formal source selection procedures described in FAR Part 15. The Government may issue a purchase order to other than the quoter with the lowest priced quotation. After the evaluation of quotations, the Government may negotiate final terms with one or more quoters of the Government’s choice before issuing any purchase order.

(h) **Multiple Purchase Orders.** Unless otherwise provided in the Schedule, quotations may not be submitted for quantities less than those specified. The Government reserves the right to issue a purchase order on any item for a quantity less than the quantity quoted, at the unit prices quoted, unless the quoter specifies otherwise.

(i) **Contractor and Government Entity (CAGE) Code or NATO Contractor Government Entity (NCAGE) Code.** The quoter shall enter its CAGE or NCAGE code in the block with its name and address on the cover page of its quotation, in accordance with FAR 52.204-16.

(j) **Data Universal Numbering System (DUNS) Number.** The quoter shall enter, in the block with its name and address on the cover page of its quotation, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the quoter’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the quoter to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the quoter does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A quoter within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. A quoter located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The quoter should indicate that it is a quoter for a Government contract when contacting the local Dun and Bradstreet office.

(k) **System for Award Management.** Unless exempted by the Contracting Officer, the quoter shall be registered in the SAM database prior to issuance of purchase order, during performance and through final payment. If the quoter does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered quoter. Quoters may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) **Requests for Information:** The Contracting Officer will not notify unsuccessful quoters. Quoters may request information on purchase order(s) resulting from this solicitation.

(End of provision)

ADDENDUM TO FAR 52.212-2

ADDENDUM TO FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS

This addendum replaces provision FAR 52.212-2 in its entirety.

(a) The Government will issue a purchase order resulting from this solicitation to the responsible quoter whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered, in accordance with FAR 13.106. The following factor(s) shall be used to evaluate offers:

Price

Technical Acceptability

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

(c) Notification. For acquisitions for which automatic notification is not provided through an electronic commerce method that employs widespread electronic public notice, notification to unsuccessful quoters shall be given only if requested or required by FAR 5.301.

ADDENDUM TO FAR 52.212-4

ADDENDUM TO FAR 52.212-4 Paragraphs (g) Invoice and (i) Payment

INSTRUCCIONES DE PAGO

Contractor is authorized to submit the invoice when they finish the service or complete delivery for materials.

Invoices shall be sent no later than five (5) days after the end of the performance period, please indicate that on the invoice is for a full payment.

Sign, scan and send the invoice and DD250 to the Security Cooperation Office (SCO) - Att: Payment Office at following e-mail address:

southcom.bogota.sco-col.mbx.facturas@mail.mil

El proveedor está autorizado a someter factura después de finalizar el servicio o la entrega del material

Las facturas deben ser enviadas a mas tardar a los cinco (5) dias de terminar el servicio o entrega indicando que es pago parcial o final.

Firme, escanee y envíe la factura y la forma DD250 a la Oficina de Seguridad y Cooperación (SCO) - Att: Oficina de Pago al siguiente e-mail:

southcom.bogota.sco-col.mbx.facturas@mail.mil