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Continuation to SF1449 RFP 191N65-18-R-0037 SECTION 1 - THE SCHEDULE PACKING/UNPACKING SERVICES PRICES, BLOCK 23

1. Description

The Contractor shall provide packing/unpacking services to Library of Congress office, American Center, 24-Kasturba Gandhi Marg, New Delhi, India, as described in this solicitation. The contract type is a requirements type contract for all packing and unpacking services required by Library of Congress (LOC). The contract will be for a one-year period from the date to start services, set forth in the Notice to Proceed, with two one-year options to renew.

2. PERIOD OF PERFORMANCE

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier or later date) on which performance shall start.

LEVEL OF EFFORT

- (a) The contractor shall provide the services for the base period of the contract at the rates shown in pricing section below and any option years exercised by the Government.
- (b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.
- (c) Government may issue orders requiring performance at multiple locations. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued/ordered.

3. PRICING.

For satisfactory performance of all the scheduled service required under this contract, the Government shall pay the Contractor a fixed-price per unit of service. The Government will make payment in local currency.

The rates below shall include all direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The prices include all expenses and materials required to complete the work.

3.A. GOODS AND SERVICES TAX (GST)

GOODS AND SERVICES TAX (GST is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to GST; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are as mentioned below:

BASE PERIOD PRICES

Option Term: Twelve (12) Months from date of award

| DESCRIPTION | Unit of measure | EST. Quantity* | Rate per unit (Rs.) | Total amount |
|----------------------------|--------------------|-------------------|------------------------|--------------|
| (a) Boxes/Packets unpacked | Per Box | 1,600 | | |
| (b) Boxes packed | Per Box | 4,500 | | |
| ('C) Packets packed | Per Box | 465 | | |
| TOTAL BA | | | | |
| | | | | |
| GRAND TOTAL OF | BASE YEAR INC | CLUDING GST | | |

• *This estimated quantity is based on total estimated Government requirements. Apart from the minimum order quantity specified above, the Government does not guarantee ordering of the estimated quantity.

FIRST OPTION YEAR PERIOD PRICES

Option Term: Twelve (12) Months

| DESCRIPTION | Unit of measure | EST. Quantity* | Rate per unit (Rs.) | Total amount |
|----------------------------|--------------------|-------------------|------------------------|--------------|
| (a) Boxes/Packets unpacked | Per Box | 1,625 | | |
| (b) Boxes packed | Per Box | 4,700 | | |
| ('C) Packets packed | Per Box | 500 | | |
| TOTAL OPTI | | | | |
| | | | | |
| GRAND TOTAL OF OPT | ION YEAR ONE | INCLUDING (| GST | |

• *This estimated quantity is based on total estimated Government requirements. Apart from the minimum order quantity specified above, the Government does not guarantee ordering of the estimated quantity.

SECOND OPTION YEAR PERIOD PRICES

Option Term: Twelve (12) Months

| DESCRIPTION | Unit of measure | EST. Quantity* | Rate per unit (Rs.) | Total amount |
|----------------------------|--------------------|-------------------|------------------------|--------------|
| (a) Boxes/Packets unpacked | Per Box | 1,650 | | |
| (b) Boxes packed | Per Box | 4,900 | | |
| ('C) Packets packed | Per Box | 525 | | |
| TOTAL OPTIC | | | | |
| | | | | |
| GRAND TOTAL OF OPT | ION YEAR TWO | INCLUDING | GST | |

*This estimated quantity is based on total estimated Government requirements.
 Apart from the minimum order quantity specified above, the Government does not guarantee ordering of the estimated quantity.

GRAND TOTAL INCLUDING GST

| BASE YEAR | Rs. |
|--------------------|-----|
| FIRST OPTION YEAR | Rs. |
| SECOND OPTION YEAR | Rs. |
| | |
| GRAND TOTAL | Rs. |

The Government will not consider any claim for any additional compensation unless it has been authorized by a Contracting Officer in writing in advance. The Government shall not be responsible for any work performed that is not specifically provided for under this contract or authorized by Contracting Officer in writing in advance.

ORDERS

All requests for shipments or performance of individual jobs under this contract shall be issued via an order placed by the Contracting Officer. This task order will contain the following information:

- (a) Name of Contractor,
- (b) Contract number
- (c) Date of purchase
- (d) Purchase number
- (e) Name of person placing order
- (f) Itemized list of shipment and services furnished
- (g) Quantity, unit price, and total price of each item or service, less applicable discounts

Orders may be placed orally initially, but must be followed up in writing within 48 hours via issuance of a task order. Only a Contracting Officer may place an order, either orally or in writing.

3. INVOICES AND PAYMENT.

(a) Individual invoices shall be submitted for each order, accompanied by the task order. Invoices shall be submitted in an original to FMO and one (1) copy to the Contracting' Officer's Representative (COR of Library of Congress) at the following address, no later than the 5th of each month. The Contractor shall bill no more frequently than monthly. Statistics of actual work done each month must accompany each invoice:

Financial Management Office, American Embassy Shantipath, Chankyapuri New Delhi - 110021 INDIA

Address for COR is as under:

Library of Congress, New Delhi Office 24, Kasturba Gandhi Marg, American Center Building New Delhi – 110001, INDIA

Goods and Services Tax (GST):

If applicable, LOC-Delhi will pay requisite GST levied. In order to make payment, LOC-Delhi must receive a tax invoice from the supplier which includes the name and UIN of the American Embassy. Therefore, please address your tax invoice in the following manner:

Field Director
Library of Congress Office
C/O The Embassy of the United States of America
American Center
24 Kasturba Gandhi Marg
New Delhi 110001
UIN: 0717USA00138UNS

The tax invoice should also include the following:

- 1. Name and tax number of the registered supplier providing the services.
- 2. Date of transaction
- 3. Clear identification of:
 - total invoice amount to be paid by LOC-Delhi
 - Amount of GST to be paid by LOC-Delhi. The contractor shall show GST tax as a separate line item on invoices submitted for payment.
- 4. The tax invoice may not be altered, redacted, or otherwise manipulated.

5. The tax invoice must be either typed or hand-written. Hand-writing on a typed tax invoice is not permissible.

4. GOVERNMENT APPROVAL AND ACCEPTANCE OF CONTRACTOR EMPLOYEES.

The Contractor shall provide manpower no more than thirteen, including the on-site Supervisor and Assistant Supervisor under this contract.

The Contractor must subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the Contractor, including recommendation(s) from their respective supervisor(s). Also required are a police check covering criminal and/or subversive activities, a check of personal residence, and a credit investigation. The Contractor shall provide all such investigations in summary form to the COR for review and approval or disapproval. THE CONTRACTOR SHALL NOT USE ANY EMPLOYEES UNDER THIS CONTRACT WITHOUT GOVERNMENT APPROVAL.

6. PERSONNEL.

The Contractor shall assign to this contract the following personnel.

Position/Function Name

Supervisor (on-site)

The Supervisor shall be located on site (the American Center); shall have previous supervisory experience; shall be fluent in English and possess good computer skills in the use of Word, Excel and Outlook. The Supervisor is responsible for (a) supervision of contract employees (including their attendance and performance); (b) spot checks of boxes/packets packed, addressed and franked; (c) spot checks of boxes/packets unpacked by contractor staff; (d) capture of statistics relating to number of boxes/packets packed and unpacked; (e) responding to queries from LOC-Delhi staff, relating to shipments; (f) creating a virtual shipment in OFORS; (g) transmitting of packing lists and/or shipping lists as email attachments to (i) the Library of Congress in Washington and (ii) all libraries who participate in the South Asian Cooperative Acquisitions Program (SACAP); (f) providing information required for preparation of documents for the Government of India.

<u>Position/Function</u> Name

Assistant Supervisor

In the absence of the Supervisor, the Assistant Supervisor shall perform the above mentioned duties.

During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the COR within 10 calendar days after the occurrence of any of these events and provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resume for the proposed substitute, and any additional information requested by the COR. The proposed substitute must possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract.

After the first 90 days, the Contractor may substitute a key person if the Contractor determines the change is necessary. However, prior to making that substitution, the contractor shall provide a complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute shall possess qualifications comparable to the original key person and meet the minimum standards set forth in the contract.

Whenever a Key Person substitution is requested, the Project Manager shall sign the resumes, certifying that the resume is accurate and complete, and that the proposed replacement meets the required experience levels. The COR will notify the Contractor within 5 calendar days after receipt of all required information of the decision on the substitution. The COR shall confirm oral approvals or rejections in writing. The Government will modify the contract to reflect any changes in key personnel.

Position/Function

Contractor employees

Contractor employees shall have reading knowledge of English (Level I) and possess basic computer skills in the use of Word and Excel in order to (a) access the Shipping module of the OFORS database; (b) create packing lists by selecting individual publications which will be packed into one box. Staff shall perform all tasks listed under "Packing Services (pages 13-14).

6. PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services under this contract.

7. INSURANCE

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry during the entire period of performance the minimum insurance requirement as mentioned in SPECIAL CONTRACT REQUIREMENTS page # 25 thru 27.

8. BONDING OF EMPLOYEES

The Government imposes no bonding requirement on this contract. The contractor shall provide any official bonds required, pay any fees or costs involved or related to equipping of any employees engaged in providing services under this contract, if legally required by the local government or local practice.

9. PERMITS

At no cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal.

ATTACHMENT 1 PERFORMANCE WORK STATEMENT CONTINUATION PACKING AND SHIPPING

1. GENERAL.

The contractor shall provide services for LOC-New Delhi as described. This consists of unpacking, pre-packing preparations, packing, weighing, handling, storage of library materials prior to packing, disposal of library materials and preparation of documentation related to shipping (including scanning bibliographic records). The contractor shall furnish all managerial, administrative, and direct labor personnel, that are necessary to accomplish all work required, but not to exceed a total of thirteen including the on site Supervisor. Contractor employees shall be on site only for performance of contractual duties and not for other business or non-business purposes. The contractor shall provide a qualified work force capable of providing the services specified in this contract. Performance requirements for required work are described below.

2. DEFINITIONS.

"Client" means Library of Congress New Delhi and its three sub offices in Bangladesh, Nepal and Sri Lanka; Library of Congress Washington and the other five LOC overseas offices and libraries participating in the South Asia Cooperative Acquisitions Program of the Library of Congress for whom the required services are to be rendered.

"Box" means container large enough to hold a minimum of approximately 16 and a maximum of approximately 32 pieces of library materials.

"COR" means "Contracting Officer Representative" appointed in accordance with Section G of this contract.

"Dispatch" means sending library materials and related documentation via lift van, diplomatic pouch, local, domestic and international postal services, sea freight, courier, etc.

"Documentation" means all costs, invoices, and statistics that document the unpacking, pre-packing, and packing activities for dispatch of library materials.

"Franking" means the application of postage to boxes and packets of library materials.

"Handling" means (a) preparing boxes and packets for shipment, as well as opening incoming boxes and packets of library materials; and (b) moving library materials, weighing, moving boxes and packets to/from storage.

"Label" means (a) "To" and "From" address labels; (b) labels generated by LOC's Overseas Field Office Replacement System (OFORS which include details such as title of publication, Purchase Order number, LCCN, and name of SACAP participant to whom the ordered copy is to be shipped.

"Library Materials" means those items that are acquired by LOC-New Delhi for the Library of Congress, and institutions participating in the South Asia Cooperative Acquisitions Program of the Library of Congress.

"LOC-New Delhi" means the overseas office of the U.S. Library of Congress, its three sub offices in Bangladesh, Nepal and Sri Lanka, as well as Bhutan and the Maldives.

OFORS means the Overseas Field Office Replacement System used by LOC-New Delhi.

"Packet" means container other than a box which contains library materials.

"Packing" means placing library materials and accompanying documents in a box or any other container, so that boxes and packets can be dispatched by sea freight, air mail, courier service etc.

"Packing List" generated by OFORS, lists each publication (with details such as title, LCCN, etc.) packed into that box or packet. The packing list is inserted into that box or packet before it is sealed.

"Participant libraries" means libraries participating in the South Asia Cooperative Acquisitions Program (SACAP) operated by the Library of Congress, New Delhi Office.

"Pre-packing preparations" means tasks required to prepare library materials for packing including, but not limited to: separating library materials by SACAP participant and the Library of Congress; counting library materials against invoices; photocopying bibliographic records; matching bibliographic record with library material in hand; inserting the bibliographic record in each piece of library material; affixing labels on individual pieces of library materials; sorting library material by appropriate participant.

"SACAP" means South Asia Cooperative Acquisition Program.

"Shipping list", generated by OFORS, is a consolidated list of all packing lists for all boxes in one shipment for one SACAP participant or to the Library of Congress Washington.

"Storage" means storing library materials in LOC-New Delhi office work areas and storage rooms, awaiting packing or disposal.

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"Unpacking" means tasks associated with removal of library materials from incoming boxes/packets, recording weights, recording Purchase Order numbers and other information related to receipts, such as source of shipment, and statistics.

"Weighing" means measuring the weight of individual incoming and outgoing packets and boxes and recording weights and related information.

3. GENERAL REQUIREMENTS.

Handling library materials and tasks associated with preparation of pre-packing documentation, pre-packing, and the packing and storage of library materials is central to the efficient operation of LOC- New Delhi and the South Asia Cooperative Acquisitions Program. The measure of performance shall be the regular and prompt dispatch of library materials and condition of library materials upon arrival at their correct destination, regularly and promptly. The contractor must appreciate the importance of library materials destined for the Library of Congress, Washington and for SACAP institutions and always take the greatest care in handling and packing such articles which are U.S. Government property. Experience indicates the need to prepare approximately ten containers per year amounting to thirty-five (35) to forty (40) boxes packed/unpacked per working day.

4. PACKING SPECIFICATIONS AND RESPONSIBILITIES.

<u>Unpacking, Packing, and Storage Specifications and Responsibilities</u>. All services ordered under this contract shall be performed in accordance with the contract provisions and requirements. Labor employed to perform services under this contract shall be experienced and competent in the performance of such services which require reading knowledge of English, basic computer skills, and the ability to work with speed, accuracy and attention to detail.

Any services performed outside of normal business hours as may be agreed upon between the parties to this contract shall be for the mutual convenience of the contracting parties and shall create no liability on the part of the Government for overtime or premium pay charges.

Packing Services.

The contractor shall perform all tasks related to pre-packing and packing services during regular working hours at the facilities of LOC-New Delhi. The contractor agrees to provide complete pre-packing services needed to ensure correct delivery of library materials and associated documentation to the Library of Congress in Washington, the other five LOC overseas offices, Bibliographic Representatives, LOC-New Delhi's sub offices in Bangladesh, Nepal and Sri Lanka; SACAP libraries and suppliers of library materials. These tasks include, but are not limited to: separating library materials by SACAP participant and Library of Congress; counting library materials against invoices;

photocopying bibliographic records; matching online bibliographic record with library material in hand; inserting the printout of the bibliographic record in each piece of library material; affixing OFORS-generated and other labels on individual pieces of library materials; creating packing lists; placing library materials into box(es)/packet(s); inserting packing list for a box/packet into that box/packet; sealing the box/packet; affixing appropriate labels and control numbers to box/packet; and weighing box/packet.

Unpacking Services

The contractor agrees to provide complete unpacking services needed to handle library materials in preparation for pre-packing, packing, and storage services. Such duties include, but are not limited to, weighing incoming boxes/packets and opening packets/boxes.

Special handling

Certain library materials shall be afforded special handling by the packers as follows:

- (a) Special requests by Library of Congress or participants.
- (b) Library materials of high value or which are unique and difficult to replace will be packed in accordance with instructions from LOC-New Delhi personnel.

5. CONTRACTOR RESPONSIBILITIES.

The contractor is responsible for strict adherence to all instructions and quality requirements stated in this contract and shall provide the appropriate management effort to ensure that all services are performed to the satisfaction of LOC-New Delhi.

There shall be an on-site Supervisor and an Assistant Supervisor in the American Center. The Supervisor shall have previous supervisory experience; be fluent in English and possess good computer skills in the use of Word, Excel and Outlook. The Supervisor is responsible for (a) supervision of contract employees (including their attendance and performance); (b) spot checks of boxes packed, addressed and franked; (c) capture of statistics relating to number of boxes/packets packed and unpacked; (d) responding to queries relating to shipments from LOC-Delhi staff; (e) transmitting of consolidated shipping lists and packing lists as email attachments to the Library of Congress in Washington and libraries who participate in the South Asian Cooperative Acquisitions Program (SACAP); (f) providing information required for preparation of documents for the Government of India.

In the absence of the Supervisor, the Assistant Supervisor shall perform the above mentioned duties.

Work Skills and Experience. The contractor shall ensure that all personnel assigned to this contract possess the skills and experience necessary for accomplishing their

individual tasks. Contractor's employees shall have reading knowledge of English (Level I) and possess basic computer skills in the use of Word and Excel in order to (a) access the Shipping module of the OFORS database; (b) create packing lists by selecting individual publications which will be packed into one box/packet. Employees shall also seal boxes, apply address labels and postage.

The contractor's employees shall not at any time:

- (a) Smoke in the client's facility or;
- (b) Arrive at the facility under the influence of drugs or alcohol, or even with alcohol on the breath;
- (c) Drink alcoholic beverages on the job, even if offered;
- (d) Perform any work for the client not specified in this contract; or
- (e) Request or accept any articles or currency as a gratuity from the client for work performed under this contract
- (f) All services performed shall be performed on normal workdays between the hours of *08.30* a.m.(New Delhi Time) and 05.00 p.m.
- (g) Be clean and neatly dressed, and wash hands often to prevent soiling the articles being packed.

Workforce shall be onsite for contractual duties only and not for personal business or any other purposes other than performance of this contract.

Control of Packing Materials

U.S. Government furnished packing materials are used in pre-packing, packing preparations and storage. The contractor shall be held accountable for all supplies.

The on-site Supervisor shall maintain inventory materials used for unpacking and packing, and shall advise the COR when the supply of packing materials and boxes needs to be replenished, based upon the projected schedule.

6.HOURS OF DUTY

Hours of duty are Monday through Friday, 08:30 p.m. to 5:00 p.m. Authorization of any changes in hours of duty must be authorized by the COR.

Contractor's employees must keep on-site Supervisor informed of leave plans or any absence(s), regardless of duration. On-site Supervisor must inform COR of any absence from the job, regardless of duration.

This agreement shall create no liability on the part of the Government for overtime or premium pay or other charges to be paid to the contractor's employees.

7. RECORD KEEPING REQUIREMENTS

The contractor shall prepare complete, accurate and legible lists of library materials packed, weights, numbers, destinations of materials, dates of shipment, lift van numbers. Lists must be signed by the client, certifying to the correctness of the lists. The original shall be given to the COR; one copy will be retained by the contractor.

8. CONTRACTOR RESPONSIBILITIES FOR U.S.GOVERNMENT FURNISHED MATERIALS.

Packing Material. U.S. Government furnished packing materials (see Attachment 3) is for use in packing shipments only for the U.S. Government under this contract. The contractor shall be held accountable for all supplies, and supplies not used in the course of a packing job must be returned to storage as the COR directs. The Government may deduct from contractor invoices the cost of all Government furnished materials drawn but not used or returned.

Stock Levels. If the COR elects to allow the contractor to draw and retain stocks of Government furnished packing materials, the contractor shall maintain records of receipt and issue of such materials, and shall advise the COR when the supply of packing material and cartons reaches a low level, based upon the projected shipping schedule. The Contractor shall notify the COR of low stock levels 30 days in advance of a delivery schedule to allow for delivery of additional materials.

The contractor shall mark and report to the COR any Government owned packing materials that are unsuitable for reuse. The COR shall dispose of these items as instructed by the COR.

9. NOTIFICATION OF COMPLETION OF SERVICES.

The Supervisor shall notify the COR during the first week of every month when the required services for packing and unpacking for the previous month are completed.

10. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

| Performance Objective | Scope of | Performance Threshold |
|---|-------------|--------------------------------|
| | Work Para | |
| Services. | | All required services are |
| Performs all packing and unpacking services | 1. thru 10. | performed and no more than one |
| set forth in the scope of work. | | (1) customer complaint is |
| | | received per month |

Monitoring Performance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items, if any of the services exceed the standard.

PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

ATTACHMENT – 2

WRAPPING AND PACKING INSTRUCTIONS / SPECIFICATIONS

1. WRAPPING AND PACKING

The Contractor shall use the following guidelines:

- (a) Establish a work area in a room with easy access to the majority of the items to be packed.
- (b) Keep packing materials together; do not allow them to become scattered throughout the office area.
- (c) All packing materials, boxes, and containers must be dry, clean, in sound condition, free of substances that might damage the contents, and of sufficient strength to protect the contents.
- (d) Use new cartons as provided by LOC for packing.
- (e) Pack and seal the LOC library material in accordance with the guidelines provided by the COR.
- (f) Make a note of the LOC library material requiring special handling and ensure that these items are packed and handled and containers marked accordingly.
- (g) Upon completion of services listed on a Task Order, check with the COR to make sure all desired packing has been completed. If packing is completed, clean up and remove all debris from the area.

2. LABELING OF BOXES AND PACKETS

Every box and packet shall be correctly labelled with "To" and "From" address labels and with correct notations (in indelible ink) consisting of fiscal year/name of addressee/box and lift van number. When a box/packet packed by the contractor is delivered to an incorrect address due to incorrect labelling or marking by the contractor, the contractor will be held responsible. Such errors will be taken into account for evaluation purposes and can lead to written reprimand.

The contractor shall be held liable for all additional costs incurred by the Government due to incorrect marking by the contractor, including charges for preparation, drayage, and transportation.

3. STANDARDS FOR PACKING AND STORING

Library materials should be packed to ensure that there is minimal movement of the contents within the box. Care should be taken to ensure library materials are packed in correct boxes. It is unacceptable to have library materials sent to the wrong SACAP participant. Library materials should be stored in a manner that ensures there is no damage to them.

ATTACHMENT 3

GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the contractor as "Government furnished property" for performance under the contract.

- 1. Publications to be shipped
- 2 Electricity, water and lighting to perform the tasks described in this solicitation.

Office Supplies:

- > Pens, Pencils, Erasers & Paper
- ➤ Rubber Bands
- ➤ Gum Bottles
- > Permanent Markers
- Correction Pens
- Writing Pads
- Scissors
- > Staplers
- > Stapler Pins
- ➤ Metal Scales
- > Brush for Applying Glue
- ➤ White Envelopes
- ➤ Address Labels
- Ledgers
- > Rubber Stamps
- > Stamp Pads
- ➤ Ink for Stamp Pads
- > Tape Dispensers

Packing Supplies:

- Cardboard boxes
- ➤ Mailing envelopes
- ➤ Mailing containers for packets
- ➤ Brown Tape 2 inch
- Scotch Tape 1 inch
- ➤ Polythene Bags Small, Medium & Big
- Polycoated Corrugated Boxes
- ➤ Corrugated Flexible Rolls

- > Stand For Corrugated Roll
- Brown Packing Paper
- > Bubble Wrap
- Poly Tapes
- ➤ Metal Seals
- > Tensioner & Sealers
- ➤ White Cloth String

Fixtures & Furnishing:

- ➤ Hi Chairs
- > Tables
- ➤ Book Racks
- ➤ Weighing Scales (Two)
- ➤ Wall Clock

Hardware Items:

- ➤ Computer (Four)
- ➤ Scanner (Two)
- ➤ Printer (One)

The Contractor has the option to reject any or all Government furnished property or items. However, if the Government furnished property is rejected, Contractor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government. The Contractor shall use all Government furnished property or items only in connection with performance under this contract. The Contractor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. Negligent use of Government furnished property that results in damage or destruction is cause for repair or replacement at the Contractor's expense.

The Contractor shall maintain written records of work performed, and report the need for major repair or replacement work for Government property in its control. The Contractor shall assure that the Government property will be used only for those purposes authorized in the contract and that any required approvals for use will be obtained prior to use.

The Contractor shall physically inventory all Government property in his possession. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting and reconciling the property with written records. The Contractor shall conduct these physical inventories annually or as directed by the COR, and at termination or completion of the contract. Unless approved in advance by the Contracting Officer, personnel who maintain the property records or who have custody of the property shall not be the individuals who perform these inventories.

The Contractor shall ensure that its employees and agents working on the U.S. Government premises shall observe all health and safety codes including participation in safety drills when directed either orally or by established signals, fire alarms, bomb threat alarms, etc. The Contractor's employees shall know the Embassy's fire regulations and shall report fires immediately upon detection by using the nearest fire alarm or by telephoning the Marine guard. The Contractor's employees shall participate in a security briefing about security measures required at the Embassy and the safe guarding of private information about any Embassy travelers.

ATTACHMENT 4 - SAMPLE INVOICE

[CONTRACTOR'S LETTERHEAD]

| THE FIELD DIRECTOR | | INVOICE NO. | | | | |
|--|-----------------|------------------|----------|--------------|--|--|
| US LIBRARY OF CONGRESS | INVOICE DATE | | | | | |
| 24 KASTURBA GANDHI MARG | CONTRACT NO. | | | | | |
| NEW DELHI-110001 | | SOLICITATION NO. | | | | |
| DESCRIPTION/DETAILS | Unit of Measure | Rate (INR) | Quantity | Amount (INR) | | |
| BOXES/PACKETS UNPACKED BOXES PACKED PACKETS PACKED | | | | | | |
| GST NO. | | Sub Total | | | | |
| | | GST Tax | | | | |
| | | Current Charges | | | | |
| | | | | | | |
| | | Grand Total | | | | |

FOR CONTRACTOR

Authorised Signatory

ATTACHMENT 5A SAMPLE FORMAT OF MONTHLY UNPACKING STATISTICS LIBRARY OF CONGRESS, NEW DELHI LOC DIVISION: FOR THE MONTH OF....

| DATE | BOX NO. | SOURCE | CATEGORY | AIR POUCH | AIR MAIL | PARCELS | COURIER | R/Rs | OTHER | CERTIFIED BY |
|-------|------------|--------|----------|--------------|-------------|---------|---------|--------------|-------|--------------|
| | | | BOX(ES) | PKT.(S) | (A) | (B) | (C) | (D) | (E) | (F) |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| TOTAL | | | | | | | | | | |

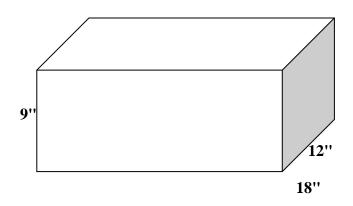
ATTACHMENT 5B SAMPLE FORMAT OF MONTHLY PACKING STATISTICS LIBRARY OF CONGRESS, NEW DELHI LOC DIVISION:

FOR THE MONTH OF....

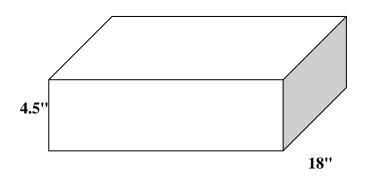
| | | | | | | 11111 01 | | | | | |
|-------|-------------------------------|-------------|---------|---------|--------------|-------------|---------|--------------|------------|--------------|-----------------|
| DATE | DESCRIPTION OF CONTENTS | GIVEN BY | | GORY | AIR POUCH | AIR MAIL | PARCELS | LIFT VAN | COURIER | OTHER | CERTIFIED BY |
| | | | BOX(ES) | PKT.(S) | (A) | (B) | (C) | (D) | (E) | (F) | |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |
| | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | |

ATTACHMENT 6: <u>DIMENSIONS OF USG PROVIDED BOXES/PACKETS TO BE USED FOR PACKING</u>

1. AVERAGE 30-32 BOOKS IN A BOX/PACKET.



2. AVERAGE 16-20 BOOKS IN A BOX/PACKET.



12"

3. SPECIAL BOXES FOR UP TO 1-10 BOOKS.

The dimensions of these boxes are not fixed and shall depend upon the actual number of books packed. The books are first wrapped in plastic, then corrugated paper and finally in brown Kraft paper.

Note: Drawings not to scale.

ATTACHMENT 7 SPECIAL CONTRACT REQUIREMENTS

SECURITY

The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The contractor shall provide the names, biographic data for the police clearance on all contractor personnel who shall be used on this contract. Upon approval of their utilization, the Government shall issue identity cards to contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on U.S. Government duty. These identity cards are the property of the U.S. Government and the contractor is responsible for their return upon expiration of the contract, when an employee leaves contractor service, or at the request of the Government.

STANDARDS OF CONDUCT

- (a) General. The contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.
- (b) Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- (c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities which interfere with normal and efficient Government operations.
- (d) Intoxicants and Narcotics. The contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.
- (e) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of U.S. Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

(g) Key Control. The contractor shall receive, secure, issue and account for any keys issued for access to Government buildings, offices, equipment, gates, etc., for the purposes of this contract. Keys shall not be duplicated without the COR's approval. Where it is determined that the contractor or its agents have duplicated a key without permission of the COR, the contractor shall remove the individual(s) responsible from performing work under the contract. If the contractor has lost any such keys, the contractor shall immediately notify the COR. In either event, the contractor shall reimburse LOC-Delhi for the cost of rekeying that portion of the system so compromised.

PERSONNEL HEALTH REQUIREMENTS

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

- (a) Bonds. The Government imposes no bonding requirement on this contract. The contractor shall provide any official bonds required, pay any fees or costs involved or related to equipping of any employees engaged in providing services under this contract, if legally required by the local government or local practice.
- (b) Employee Salary Benefits. The Government shall fund and pay only those employee benefits included in the fixed prices incorporated in this contract. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the contractor is responsible for payments of such costs and must include all such costs in the fixed prices or hourly rates incorporated in this contract.
- (c) Personal Injury, Property Loss or Damage (Liability). The contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the contractor's personnel in the performance of the services required under this contract. The contractor's assumption of absolute liability is independent of any insurance policies.

1. **Bodily Injury**:

Per Occurrence Rs. 100,000.00 Cumulative Rs. 1,000,000.00

2. Property Damage:

Per Occurrence Rs. 100,000.00 Cumulative Rs. 1,000,000.00

<u>Workers' Compensation and Employer's Liability - statutory, as required by host country law - The amount payable under the Workmen's Compensation and Employer's Liability shall be based on the Act'' provisions prevailing at the time of the incident. As per Indian labor laws, including, but not limited to the Workmen's' Compensation Act, The Employee State Insurance Act, etc.</u>

The Contractor shall furnish to the Contracting Officer, a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

- (d) Insurance. The contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the contractor's performance of this contract. The contractor shall hold harmless and indemnify the Government from any and all claims, except in the instance of gross negligence on the part of the Government.
- (e) Permits. Without additional cost to the Government, the contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the offeror.

ORDERING OFFICIAL

COR can obtain services up to but not exceeding a written task order awarded in accordance with FAR 52.216-18 ORDERING (OCT 1995), for packing / unpacking services for official items by an authorized Contracting Officer.

SECTION 2 - CONTRACT CLAUSES

- FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERICAL ITEMS (JAN 2017), is incorporated by reference. (See SF-1449, block 27a).
- 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders Commercial Items (NOV 2017)
- (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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (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:
- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- __ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).
- __ (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.)
- **X** (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- __ (5) [Reserved].
- __ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- __ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- __ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313). __ (10) [Reserved]. (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). __ (ii) Alternate I (Nov 2011) of 52.219-3. __ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). __ (ii) Alternate I (JAN 2011) of 52.219-4. __ (13) [Reserved] __ (14)(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). (15)(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. __ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)). __ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)). __ (ii) Alternate I (Nov 2016) of 52.219-9. __ (iii) Alternate II (Nov 2016) of 52.219-9. (iv) Alternate III (Nov 2016) of 52.219-9. __ (v) Alternate IV (Nov 2016) of 52.219-9. __ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)). __ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)). (20) 52.219-16, Liquidated Damages.Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i). __ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f). (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)). (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)). (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)). (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755). X (26) 52.222-19, Child Labor. Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126). (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). __ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246). __ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212). (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). __ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

__ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). **X** (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). __ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). __ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693). __ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693). __ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514). __ (ii) Alternate I (Oct 2015) of 52.223-13. (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423) and 13514). __ (ii) Alternate I (Jun 2014) of 52.223-14. (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b). __ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-16. X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513). __ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693). __ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693). **X** (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a). __ (ii) Alternate I (JAN 2017) of 52.224-3. __ (46) 52.225-1, Buy American. Supplies (May 2014) (41 U.S.C. chapter 83). __ (47)(i) 52.225-3, Buy American. Free Trade Agreements. Israeli Trade Act (May 2014) (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, 112-42, and 112-43. __ (ii) Alternate I (May 2014) of 52.225-3. __ (iii) Alternate II (May 2014) of 52.225-3. __ (iv) Alternate III (May 2014) of 52.225-3.

__ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

- <u>X</u> (49) 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).
- __ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- __ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- **X** (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- __ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (55) 52.232-33, Payment by Electronic Funds Transfer.System for Award Management (Jul 2013) (31 U.S.C. 3332).
- X (56) 52.232-34, Payment by Electronic Funds Transfer.Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- __ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- __ (60)(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) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- __ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- __ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- __ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- __ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards.Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

- __ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment.Requirements (May 2014) (41 U.S.C. chapter 67).
- __ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services.Requirements (May 2014) (41 U.S.C. chapter 67).
- ___(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- __ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- __ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- __ (11) 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 (Oct 2015) (41 U.S.C. 3509).

- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)

- _(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).
- __(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

- (xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxi) 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)

ADDENDUM TO CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://acquisition.gov/far/index.html or http://farsite.hill.af.mil/vffara.htm.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR. https://www.ecfr.gov/cgi-bin/text-

idx?SID = 2e978208d0d2aa44fb9502725ecac4e5&mc = true&tpl = /ecfrbrowse/Title48/48chapter6.tpl

| <u>CLAUSE</u> | TITLE AND DATE |
|---------------|--|
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016) |
| 52.224-3 | PRIVACY TRAINING (JAN 2017) |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000) |
| 52.228-3 | Workers' Compensation Insurance (Defense Base Act) |
| 52.228-4 | INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997) |
| 52.229-6 | FOREIGN FIXED PRICE CONTRACTS (FEB 2013) |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013) |
| 52.232-40 | PROVIDING ACCLERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) - RESERVED |
| 52.247-5 | FAMILIARIZATION WITH CONDITIONS (APR 1984) |
| 52.247-7 | FREIGHT EXCLUDED (APR 1984) |

| 52.247-10 | NET WEIGHT - GENERAL FREIGHT (APR 1984) |
|-----------|---|
| 52.247-11 | NET WEIGHT - HOUSEHOLD GOODS OR OFFICE FURNITURE (APR 1984) |
| 52.247-12 | SUPERVISION, LABOR, OR MATERIALS (APR 1984) |
| 52.247-13 | ACCESSORIAL SERVICES – MOVING CONTRACTS (APR 1984) |
| 52.247-14 | CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT (APR 1984) |
| 52.247-15 | CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING (APR 1984) |
| 52.247-16 | CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERABLE FREIGHT (APR 1984) |
| 52.247-17 | CHARGES (APR 1984) |
| 52.247-18 | MULTIPLE SHIPMENTS (APR 1984) |
| 52.247-21 | CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984) |
| 52.247-22 | CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS (APR 1984) |
| 52.247-27 | CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984) |
| 52.247-28 | CONTRACTOR'S INVOICES (APR 1984) |
| 52.247-63 | PREFERENCE FOR U.SFLAG AIR CARRIERS (JUNE 2003) |
| 52.248-1 | VALUE ENGINEERING (OCT 2010) |
| 52.204-9 | PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) |

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (February 28, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plan

- a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.
- b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.
- c. Provide sample recruitment agreement in English.
- d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State jobs.
- e. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.
- f. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
- g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
- h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.
- 3. The offeror will submit a **Housing Plan** if the contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.
- 4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:
- a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly

destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

- b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.
- c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at http://www.state.gov/g/tip or from the Contracting Officer.
- d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).
- e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHOTLINE@STATE.GOV. 3
- f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.
- g.Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.
- h. The contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See Section 1, clause 2.
- (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **Rs.50,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of **Rs.300,000**;
 - (2) Any order for a combination of items in excess of **Rs.3,000,000**; or
 - (3) A series of orders from the same ordering office within **two days** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within *two* days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

<u>52.216-21 REQUIREMENTS (OCT 1995)</u>

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause.

The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2017.

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. 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 the performance period of the contract.

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 the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (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 *3 years*.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.247-23 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO HOUSEHOLD GOODS (JAN 1991) (DEVIATION)

- (a) Except when loss and/or damage arise out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall be liable to the owner for the loss of and/or damage to any article while being-
 - (1) Packed, picked up, loaded, transported, delivered, unloaded, or unpacked;
 - (2) Stored in transit; or
 - (3) Serviced (appliances, etc.) by a third person hired by the Contractor to perform the servicing.
- (b) The Contractor shall be liable for loss and/or damage discovered by the owner if written notice of such loss and/or damage is dispatched to the Contractor not later than 75 days following the date of delivery.
- (c) The Contractor shall indemnify the owner of the goods at a rate of \$8.50 per pound (or metric equivalent in local currency) based on the total Net Weight."

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

52.232-99, Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012) - RESERVED

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(A) The Contractor recognizes that the services under this contract are vital to the government and must be continued without interruption and that, upon contract expiration, a successor, either the government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

- (B) The Contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (C) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (D) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule Continuation; or,
- (a) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

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

All work shall be performed during 0830 hours to 0500 hours except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

| HOLIDAY | <u>TYPE</u> |
|----------------------------|-------------|
| New Year's Day | American |
| Martin Luther King's B'day | American |
| Presidents' Day | American |
| Holi | Indian |
| Ram Navami | Indian |
| Good Friday | Indian |
| Memorial Day | American |
| Independence Day | American |
| Raksha Bandhan | Indian |
| Independence Day | Indian |
| Janmashtami | Indian |
| Labor Day | American |
| Mahatma Gandhi's Birthday | Indian |
| Columbus Day | American |
| Diwali | Indian |
| Guru Nanak's Birthday | Indian |
| Veterans' Day | American |
| Idu'l Fitr | Indian |
| Thanksgiving Day | American |
| Christmas Day | American |

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

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

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

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

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

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
 - (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such Requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively

therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION 3 SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2017) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

- A. Summary of instructions. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform.
 - (1) Complete the resume at the end of this section, for all Key Personnel, as identified in Section 1, continuation of block 23, and whether they are currently employed by the quoter. Resumes of personnel not currently employed by the Contractor must contain a statement that use of their resume for this solicitation is authorized. Specifically confirm:
 - Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English
 - Name of the on-site Supervisor who has previous supervisory experience; be fluent in English and possess good computer skills in the use of Word, Excel and Outlook.
 - Name of the on-site Assistant Supervisor
 - Contractor employees who have reading knowledge of English (Level 1) and possess basic computer skills
 - (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
 - (3) List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in <u>India</u> then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;

- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work; Three (3) list of clients of related projects, including date of project, contact person and phone number, and a brief description of the project, Financial strength of the organization all Respondents shall include their most recent financial statements with the proposal response. This information will assist in determining the offeror's financial condition. This information is required to ensure that the proposer have the financial stability and wherewithal to assure good faith performance.
 - (5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
 - (6) The offeror's strategic plan for <u>above mentioned</u> services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
 - (7) Description of vehicles to be used for the transport of shipments.
 - (8) Description of warehouse including safety features where shipments may be stored.
 - (9) Provide a written quality assurance plan describing steps the company will take to ensure the quality of service required by the contract is provided.

(10) provide either:

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

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

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference:

| PROVISION | TITLE AND DATE |
|-----------|--|
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT (OCT 2016) |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016) |
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) |
| 52.237-1 | Site Visit (APR 1984) |

The site visit/Pre proposal conference will be held on July 2, 2018 at 1100 hours (local time) at American Center building, 24, Kasturba Gandhi Marg, New Delhi - 110003. Prospective offerors should contact vedij@state.gov for additional information or to arrange entry to the building on or before COB June 26, 2018.

The following DOSAR provision is provided in full text:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive

to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

- (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.
- (2) For all others, the Department of State Advocate for Competition at cat@state.gov.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, S/GSO, at 91-11-24198000 For an American Embassy or overseas post, refer to the numbers below for the Acquisition Ombudsman. Concerns, issues, disagreements, recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- (a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.
- (b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.
- (c) Price Evaluation. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- (d) Responsibility Determination. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments:
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - .COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except.

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;

- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"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.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that.

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by.
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.
 - "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.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

[Offeror to identify the applicable paragraphs at (c) through (t) 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 electronically on SAM.]

- (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 \Box is, \Box 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 \Box is, \Box 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 \Box is, \Box 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, that it \Box is, \Box 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 \Box is, \Box is not a women-owned small business concern.
- (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 \square is, \square 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 \Box is, \Box 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 \Box is, \Box 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.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (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 \Box 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) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents, as part of its offer, that. |
| (i) It \Box is, \Box is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and |
| (ii) It \square is, \square is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation. |
| (d) Representations required to implement provisions of Executive Order 11246. |
| (1) Previous contracts and compliance. The offeror represents that. |
| (i) It \Box has, \Box has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and |
| (ii) It □ has, □ has not filed all required compliance reports. |
| (2) Affirmative Action Compliance. The offeror represents that. |
| (i) It \Box has developed and has on file, \Box 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 parts 60-1 and 60-2), or |
| (ii) It \Box has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. |
| (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the |

Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

- (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American. 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. Supplies."

| (2) I ofeigh End I foddets. | | | |
|-----------------------------|---------|-------------|--|
| Line Item No. | Country | y of Origin | |
| | _ | | |
| | _ | | |
| [List as necessar | ry] | | |

(2) Foreign End Products:

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(1) Buy American.Free Trade Agreements.Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American.Free Trade Agreements.Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country end

product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. 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, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act":

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

| Line Item No. | Country of Origin | | |
|-------------------|-------------------|--|--|
| | | | |
| | | | |
| | | | |
| | _ | | |
| [List as necessar | ry] | | |

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American.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. Free Trade Agreements. Israeli Trade Act Certificate, Alternate I. 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.Free Trade Agreements.Israeli Trade Act":

| Canadian End P | roducts: | |
|-------------------|----------|------|
| Line Item No. | | |
| | | |
| | | |
| | | |
| | | |
| [List as necessar | ry] | |

- (3) Buy American. Free Trade Agreements. Israeli Trade Act Certificate, Alternate II. 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.Free Trade Agreements.Israeli Trade Act":

- (4) Buy American. 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, Panamanian, or

Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

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

| | Line Item No. | Country of Origin |
|------|---------------------|---|
| | | |
| | | |
| | [List as necessar | ·y] |
| Trad | | ments Certificate. (Applies only if the clause at FAR 52.225-5, included in this solicitation.) |
| | 5)(ii) of this prov | ertifies that each end product, except those listed in paragraph ision, is a U.Smade or designated country end product, as defined olicitation entitled "Trade Agreements." |
| mad | | shall list as other end products those end products that are not U.Sountry end products. |
| | Other End Produ | acts: |
| | Line Item No. | Country of Origin |
| | | |
| | | _ |
| | | _ |
| | [List as necessar | \mathbf{v} |

(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 statute. 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) \square Are, \square are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) \Box Are, \Box 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) \square Have, \square have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
 - (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing,

and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [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).]

| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
| | |

(1) Listed end products.

- (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.]
- \Box (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 Labor Standards (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.]
- \Box (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror \Box does \Box 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 (or subcontractor in the case of an exempt subcontract) 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.
- \Box (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror \Box does \Box 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.

(3) Taxpayer Identification Number (TIN).

- (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 Labor Standards 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.
- (1) 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 the SAM database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (1)(3) through (1)(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.

| □ 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4. |
| (2) Representation. The Offeror represents that. |
| (i) It \Box is, \Box is not an inverted domestic corporation; and |
| |

- (ii) It \Box is, \Box is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
- (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror.
- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) 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; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).
- (3) The representation and certification requirements of paragraph (o)(2) of this provision do 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.
- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.
- (1) The Offeror represents that it \Box has or \Box does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

| (2) If the Offeror indicates "has" in paragraph $(p)(1)$ of this provision, enter the following information: |
|--|
| Immediate owner CAGE code: |
| Immediate owner legal name: |
| (Do not use a "doing business as" name) |
| Is the immediate owner owned or controlled by another entity: \square Yes or \square No. |
| (3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information: |
| Highest-level owner CAGE code: |
| Highest-level owner legal name: |
| (Do not use a "doing business as" name) |
| (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. |
| (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that. |
| (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or |
| (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government. |
| (2) The Offeror represents that. |

(i) It is \square is not \square a corporation that has any unpaid Federal tax liability that has been

assessed, for which all judicial and administrative remedies have been exhausted or have

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lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

- (ii) It is \Box is not \Box a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
- (1) The Offeror represents that it \Box is or \Box is not a successor to a predecessor that held a Federal contract or grant within the last three years.
- (2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

| Predecessor CAGE code: (or mark "Unknown") |
|--|
| Predecessor legal name: |
| (Do not use a "doing business as" name) |
| (s) [Reserved] |

- (t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).
- (1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.
- (2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].
- (i) The Offeror (itself or through its immediate owner or highest-level owner) \square does, \square does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
- (ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

- (iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.
- (3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_______.
- (u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

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

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

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

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

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

(End of provision)