

Embassy of the United States of America

Lima, Peru

January 10, 2018

To: Prospective Quoters

Subject: Request for Quotations - 19PE5018Q0020 - Quality Assurance Inspection Services

Enclosed is a Request for Quotation (RFQ) for Quality Assurance Inspection Services for the Roof Replacement in the CMR in Lima. If you would like to submit a proposal, follow the instructions in Section 3 of the solicitation and complete the required portions of the attached document.

Your proposal can be submitted in a sealed envelope marked "Proposal Enclosed" to Mrs. Noemi Davila, Contracting Officer, Av. Lima Polo cda. 2 s/n, Monterrico, Surco or by email to rivascr@state.gov on or before 1200 hrs on January 26, 2018 (local date and time). No proposal will be accepted after this date and time.

In order for a proposal to be considered, you must complete and submit the following:

- 1. SF-1449 (blocks 17a, 23, 24, 30a, 30b, 30c)
- 2. Section 1, The Schedule, Pricing
- 3. Information required in Section 3, Solicitation Provisions
- 4. Section 5, Representations and Certifications, including proof of active entity registration in the System for Award Management (SAM)

The U.S Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Direct any questions regarding this solicitation in writing to Mr. Christian Rivas, Procurement Agent at rivascr@state.gov.

Contracting Officer

Enclosure: As stated.

	R TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUI PR691	PAGE 1 OF 36 PAGES					
2. CONTRACT NO).	3. AWARD/ EFFECTIVE DATE	4. ORI	DER NUMBE	R	ı	ITATION NUMBE 018Q0020	R	DAT		ON ISSUE
7. FOR SOLICITA		a. NAME Christian R Rivas	·			calls)	HONE NUMBER(No 6182192	collect	LOC	ER DUE AL TIME 6/2018 /	
9. ISSUED BY		CODE	PE500	10. THI	S ACQUISITIO	NIS X	UNRESTRICTED (OR			% FOR:
AMERICAN EMBAS	SY LIMA			SMA	LL BUSINESS	П	WOMEN-OWNED	SMALL BUSIN	ESS		
Ave. Lima Polo Cdra Lima PERU	a 2 Monterrico, AT	TN: GSO/Procurement		-	ONE SMALL		(WOSB) ELLIGIBLE SMALL BUSIN				D
				VETE	/ICE-DISABLEI ERAN-OWNED LL BUSINESS	_	EDWOSB 3 (A)	EMERGII		L BUSIN	
11. DELIVERY FOR		- 12. DISCOUNT TERMS		13a. THIS	CONTRACT IS	S A UNDER	13b. RATING				
MARKED				D	PAS (15 CFR 7	(00)	14. METHOD OF	SOLICITATIO	N		
SEE SCHEDUL	LE						X RFQ	IFB R	FP		
15. DELIVER TO	10.4.00\/ 1.1144	CODE		7	ISTERED BY		<u> </u>		CODE		
AMERICAN EM Ave. Lima Polo		o, ATTN: GSO/Procurement			ICAN EMBASS		, ATTN: GSO/Proc	urement			
Lima PERU				Lima	a 1 010 0414 2	- Worternoo	,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	aromont			
				PERU							
email: rivascr@s	state.gov										
17a. CONTRACTOR OFFERER	R/ COI	DE FACILIT	Υ		IENT WILL BE				С	ODE	
				AV. Li Lima 3	ma Polo cdra 1 33		ico-Surco, ATTN: I	FMO / DBO			
				PER	U						
TELEPHONE NO.	EMITTANCE IS D	DIFFERENT AND PUT SUCH	ADDRESS IN	18h SUBM	IIT INVOICES T	O ADDRES	SS SHOWN IN BLC	OCK 18a LINI F	SS BLOC	:K	
OFFER		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		W IS CHECKE		E ADDENDUM			•••	
19. ITEM NO.		20. SCHEDULE OF SUPPLIE	ES/SERVICES	•	21. QUANTIT	Y UN	I	23. PRICE			4. DUNT
1	for the CMI	to provide Quality Assu R Roof Replacement acc d related documents at	ording to the St		1	al	ı				
	/Uso Pr	overse and/or Attach Addition	al Shoots as Noco	ecan/l							
(Use Reverse and/or Attach Additional Sheets as Necessary) 25. ACCOUNTING AND APPROPRIATION DATA				ssary)		l	26. TOTAL	. AWARD AMO	UNT (F	or Govt.	Use Only)
x 27a.SOLICITATIO	ON INCORPORAT	TES BY REFERENCE FAR 5	2.212-1, 52.212-4	FAR 52.212-	3 AND 52.212-	ARE ATTA	CHED. ADDENDA	<u> </u>	ARE	TARE N	OT ATTACHED
× 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAF 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212							·	ARE		OT ATTACHED	
			COPIES			TRACT: REF			R DATED		
TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITE SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEE SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			LL ITEMS	S YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY					DING ANY		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				FFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED			ED	31b. NAME C	OF CONTRA	ACTING OFFICER	(Type or print)	31c. I	DATE SI	GNED	

ITEM NO.	2 SCHEDULE OF SU	0. IPPLIES/SERVICES		21. QUANTITY	22. UNIT	U	23. NIT PRICE	24. AMOUNT
ITEM NO.						U		
32a. QUANTITY IN COLU	IMN 21 HAS BEEN							
	INSPECTED ACCE	EPTED, AND CONFORM	иs то ⁻	THE CONTRACT, E	XCEPT AS	NOTE	:D:	
32b. SIGNATURE OF AU REPRESENTATIVE	THORIZED GOVERNMEN	NT 32c. DATE		32d. PRINTED NAI REPRESENT		LE OF	AUTHORIZED	GOVERNMENT
32e. MAILING ADDRESS C	OF AUTHORIZED GOVERN	MENT REPRESENTATIV		32f. TELEPHONE N				IMENT REPRESENTATIVE
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT				37. CHECK NUMBER
PARTIAL FINAL				COMPLETE	☐ PARTI	AL [FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY	•					
41.a. I CERTIFY THIS AC 41b. SIGNATURE AND TITLE	COUNT IS CORRECT AND P OF CERTIFYING OFFICER		42a. I	RECEIVED BY (Print)				
			42b. F	RECEIVED AT (Location	n)			
			42c. [DATE REC'D (YY/MM/L	OD)		42d. TOTAL COI	NTAINERS

TABLE OF CONTENTS

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number 19PE5018Q0020, Prices, Block 23
- Continuation To SF-1449, RFQ Number 19PE5018Q0020 Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Performance Work Statement: Information to offerors (will be submitted upon request)

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors FAR and DOSAR Provisions not Prescribed in Part
 12

Section 5 - Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications FAR and DOSAR Provisions not Prescribed in Part 12

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER 19PE5018Q0020 PRICES, <u>BLOCK 23</u>

1. SCOPE OF SERVICES

The US Embassy Lima is requiring a company to perform on site quality assurance and reporting during the CMR Roof Replacement according to the documentation provided in this solicitation.

This is a Labor and Expenses Fee contract (not firm-fixed price contract).

1.1 Period of Performance

The Contractor shall be required to prosecute the work diligently and complete the entire service in 90 calendar *days maximum*.

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 Work Pages	Performance Threshold
Services. Performs all inspection and reporting services set forth in the Statement of work.	_7_ thru _10_	All required services are performed and no more than one (1) customer complaint is received per month.

- 1. SURVEILLANCE. 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.
- 2. STANDARD. The performance standard is that the Government receives no more than one (1) [Note to Contracting Officer: Insert other number if desired] 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 (May 2001), if any of the services exceed the standard.

- 3. 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.]

Price Proposal shall indicate pricing in the format below:

PROJECT NAME & LOCATION:				
DIRECT LABOR	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	
Project Manager				
Quality Assurance Inspector				
QA Inspector (travel)				
Other				
DIRECT LABOR SUBTOTAL				
REIMBURSABLE EXPENSES	QUANTITY	UNIT RATE	ESTIMATED COST	
Lodging				
M&IE				
M&IE (Travel - 75%)	2			
Airfare				
Transportation to / from airport				
Transportation to / from site				
Visa				
Insurance				
Other				
EXPENSES SUBTOTAL				
TOTAL FEE & EXPENSES				

The Basis of Compensation shall be **Labor and Expenses** (*not* Fixed Fee). Compensation shall be made only for:

- a. Labor hours actually spent on the project;
- b. Direct expenses for airfare (Economy "Y" Class exchangeable ticket), lodging, transportation, visa costs and insurance; and
- c. Meals & Incidental Expenses (M&IE) at the daily fixed rate for each location city.

Lodging costs must be within the official Foreign Per Diem rate for lodging. The M&IE rate shall be fixed based on the official Foreign Per Diem rate for M&IE at the time of travel. Official Foreign Per Diem rates for each city are listed on the US Department of State website (www.state.gov/travel/). M&IE for the first day of travel to the location and the final day of return travel is 75% of the listed rate. For direct expenses, receipts must be submitted with invoices in order to be reimbursed.

The estimated Direct Labor hours shall be based on the QAI Period of Performance listed. The actual number of days in the location city may be reduced as directed by the COR or OBO without requiring a modification to the task order or contract. Any increase to the number of days on location will require a written modification.

CONTINUATION TO SF-1449, RFQ NUMBER 19PE5018Q0020 SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

BACKGROUND

- 1.1 The Overseas Buildings Operations (OBO) and the US Embassy Lima has a requirement for an Architectural & Engineering (A&E) firm to provide Quality Assurance Inspectors (QAI) to perform on-site quality assurance and reporting during the roof replacement of the Chief of Mission Residence in Lima, Peru.
- 1.2 It is the intention of this solicitation to award a single contract to one A&E. Compensation will only be provided for actual efforts and time spent on the project with direct reimbursable for travel expenses. The actual on-site Period of Performance shall be as directed by OBO based on the actual construction work progress and may vary from the assumed timeframe indicated.
- 1.3 Qualification Statements: Contractor shall prepare and submit with their proposal Quality Assurance and Management Plan. Contractor shall address the following:
 - 1.3.1 Organization Structure. Define the proposed organizational structure for project quality assurance inspections, including charts, resumes, and a description of responsibilities of key persons who will perform the work. The Contractor shall identify person(s) responsible for interface with the Government.
 - 1.3.2 Quality Assurance Inspection Personnel: The Inspectors shall be currently certified by the Roof Consulting Institute, Inc. as a Registered Roof Observer (RRO) or Registered Roof Consultant (RRC), or similar professional organizations and credentials. The Inspector shall have specific knowledge and familiarity with the roof & façade systems to be installed.
 - 1.3.3 Quality Assurance Reporting. Contractor shall prepare a Quality Assurance (QA) reports daily to be submitted as part of the contract. These reports shall identify the construction contractors' daily activities, crew members, material deliveries, photographs of daily progress, and a mark-up drawing locating the work area for the day. These reports shall also identify steps taken by the Government, construction contractor and subcontractors to coordinate the work effort.
 - 1.3.4 Verification. Contractor shall identify the senior person(s) who will be responsible for final review and verification before reports are transmitted to the Government. Cursory supervisory reviews will not be sufficient. These reports shall document the course of the project to be conveyed to the Government.

2.0 PROJECT-SPECIFIC INFORMATION

- 2.1 LIMA, PERU: Chief of Mission Residence (CMR) Roof Replacement Project:
 - 2.1.1 Scope Of Construction:
 - Removal and disposal of existing terracotta tile over built-up flat roof and metal flashing. New modified bitumen over insulation and metal flashings. 325 square meters
 - b. Repair to wood handrail surrounding the roof area.
 - 2.1.2 Reference Documents:
 - a. Contract through Regional Procurement Support Office Frankfurt
 - b. Drawings & Specifications prepared by Gale Associates (September 19, 2012)
 - c. Contractor's product data and shop drawings as approved by OBO
 - 2.1.3 Period Of Performance:
 - a. Travel: one 8-hour work day allowed for each direction for a total of 16 hours.
 - b. Location: 90 Calendar Days maximum,
 - d. Daily Per Diem: Lodging: \$369.00 MI&E: \$124.00
 - e. Start: TBD

3.0 QUALITY ASSURANCE INSPECTION SERVICES

- 3.1 Provide a qualified/certified Quality Assurance Inspector to ensure that all specifications, drawings and approved changes to the contract are adhered to during construction. The QAI shall travel to the construction site and attend pre-construction conferences to meet with the construction contractor and Embassy officials. The QAI shall be responsible for informing the Contracting Officer's Representative (COR) and Overseas Buildings Operations (OBO) of any problems or deficiencies observed during construction.
- 3.2 OBO will provide the A&E with the project contract documents, correspondence, and contractor's submittals for use by the QAI during the project. These documents will be in the form of a bound hard-copy binder(s). These project site documents shall be turned over to the Embassy upon completion of the project.
- 3.3 The level of effort shall be based upon 48-hour work weeks (8 hours/day x 6 days/week) and travel days as indicated specifically for each post. Under conditions that no work is ongoing, the A&E is allowed to invoice a minimum of 40 hours per week for each week the QAI is at post.
- 3.4 During the inspection period, QAI shall report any changes resulting from unforeseen site conditions or other roof construction limitations. The QAI shall not have authority to make changes to the contract or the design, nor to obligate the Government for any additional cost or time extension to the contract. The QAI shall not approve any changes to the contract without express approval of the Contracting Officer (CO) and the COR.
- 3.5 The QAI shall verbally brief Embassy officials and personnel of daily progress; work area setup; construction contractor access; use of utility services; local security requirements and restrictions; work hours; access restrictions, and other logistical concerns as identified by the Post and construction contractor. The QAI is responsible to coordinate the work with offices and residences affected by the work for temporary shut-down or movement of equipment.

- 3.6 The QAI shall document daily contractor performance and progress, in written form, with accompanying photographs and drawing mark-ups, and indicating:
 - 1. Daily weather and temperature;
 - 2. Description of work performed;
 - 3. Deviations from the contract and actions taken to correct these deviations;
 - 4. Quantity and specific locations of work accomplished;
 - 5. Difficulties encountered:
 - 6. Adherence to schedules:
 - 7. Number of workers, skill level and hours worked:
 - 8. Type of materials delivered and installed;
 - 9. Construction vehicles plate numbers entering the site; and
 - 9. Other issues and problems such as coordination with post personnel and security.
- 3.7 Upon nearing project completion, the QAI shall prepare a punch-list for the work not yet completed. This shall be issued to the construction contractor, OBO, and to the COR. The QAI shall continue to make inspections and prepare daily reports until the completion of the punch-list, or until the time limit of this task order has been met (whichever is earlier), unless otherwise directed to depart prior to the time limit of this task order. If there are any unresolved punch-list items at the time of departure, the QAI will issue an updated punch list of the items remaining which must be completed prior to the construction contractor's Final Completion.

4.0 QUALITY ASSURANCE INSPECTION DELIVERABLES

- 4.1 The QAI shall prepare daily typewritten reports of activities and any additional requirements as directed by the COR and OBO. The daily report documents shall be submitted in either .docx or .pdf format, and shall include mark-ups of the drawings and color photographs (assume 10-15 photos/day) showing the progress of the work. All submissions shall be Unclassified.
- 4.2 The QAI shall immediately contact the COR and OBO in case of a proposed contractor initiated design change, safety or security violation, accident or emergency noticed by the QAI during the execution of the project.
- The QAI shall submit the daily Quality Assurance Reports via email to the COR and OBO within 7 Calendar Days of the date of the work described (they may be submitted individually or as a group on a weekly basis). OBO reserves the right to require submissions within a shorter timeframe if deemed necessary for the success of the project.
- 4.4 All QAI Reports shall be delivered to the individual Embassy COR, with a copy to RoofProgram@state.gov. Hard copies (paper versions) are <u>not</u> required.

5.0 TRAVEL REQUIREMENTS

- 5.1 Tentative dates for travel shall be within a month of receiving a notice to proceed but are subject to change. Actual dates shall be coordinated with the COR and OBO, local weather conditions, and Post prior to acceptance of travel itineraries.
- QAI information and travel itineraries are to be sent to the COR and OBO for generation of electronic Country Clearance (eCC) to Post at least 21 days in advance of travel start date. Travel will not be approved until deemed favorable by Embassy Regional Security Officer (RSO). Travel itinerary/request for country clearance shall be made to the COR and OBO, in the following format:
 - Full Name: John D. Roofguy

Title/Company: Roofing Consultant – ABC, Inc.

DOB:

mm/dd/yyyy City, State, Country POB: Passport Country/#: U.S./1234567890

Expires: mm/dd/yyyy

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) <u>52.203-19</u>, 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) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
 - (3) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).
- (4) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (Ocτ 2004)(Public Laws 108-77 and 108-78 (<u>19 U.S.C. 3805 note</u>)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 [Contracting Officer check as appropriate.]
- \checkmark (1) <u>52.203-6</u>, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (<u>41 U.S.C. 4704</u> and <u>10 U.S.C. 2402</u>).
- __ (2) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C.</u> 3509)).
- __ (3) <u>52.203-15</u>, 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.)
- \checkmark (4) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
 - __ (5) [Reserved].
- \checkmark (6) <u>52.204-14</u>, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \checkmark (7) <u>52.204-15</u>, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ✓ (8) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- __ (9) <u>52.209-9</u>, 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) <u>52.219-7</u>, Notice of Partial Small Business Set-Aside (June 2003) (<u>15 U.S.C. 644</u>).
       __ (ii) Alternate I (Oct 1995) of 52.219-7.
       (iii) Alternate II (Mar 2004) of 52.219-7.
      (16) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C. 637(d)(2)</u>
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 <u>52.219</u>-9.
       __ (v) Alternate IV (Nov 2016) of <u>52.219-9</u>.
     __ (18) <u>52.219-13</u>, Notice of Set-Aside of Orders (Nov 2011) (<u>15 U.S.C. 644(r)</u>).
     __ (19) <u>52.219-14</u>, Limitations on Subcontracting (Jan 2017) (<u>15 U.S.C. 637(a)(14)</u>).
     (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) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755).
     ✓ (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) <u>52.222-35</u>, 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) <u>52.222-37</u>, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
```

__ (32) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). ✓ (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 <u>52.223-9</u> (<u>42 U.S.C. 6962(i)(2)(C)</u>). (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) <u>52.223-12</u>, 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 <u>52.223-13</u>. __ (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. ✓ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513). __ (43) <u>52.223-20</u>, Aerosols (Jun 2016) (E.O. 13693). __ (44) <u>52.223-21</u>, Foams (Jun 2016) (E.O. 13693). __ (45)(i) <u>52.224-3</u>, Privacy Training (JAN 2017) (5 U.S.C. 552a). __ (ii) Alternate I (JAN 2017) of 52.224-3. ___ (46) <u>52.225-1</u>, Buy American. Supplies (May 2014) (<u>41 U.S.C. chapter 83</u>). (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 <u>52.225-3</u>. (iii) Alternate II (May 2014) of 52.225-3. (iv) Alternate III (May 2014) of 52.225-3. (48) <u>52.225-5</u>, Trade Agreements (Oct 2016) (<u>19 U.S.C. 2501</u>, et seq., <u>19 U.S.C. 3301</u> note).

√ (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). ✓ (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)). ✓ (55) 52.232-33, Payment by Electronic Funds Transfer. System for Award Management (Jul 2013) (31 U.S.C. 3332). (56) 52.232-34, Payment by Electronic Funds Transfer. Other than System for Award Management (Jul 2013) (31 U.S.C. 3332). __ (57) <u>52.232-36</u>, Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>). __ (58) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (<u>5 U.S</u>.C. <u>552a</u>). __ (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) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>). (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) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- __ (10) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C. 1792</u>).
 - (11) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C. 5112(p)(1)</u>).
- (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 <u>52.215-2</u>, 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 <u>subpart 4.7</u>, 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) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C.</u> <u>3509</u>).
- (ii) <u>52.203-19</u>, 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) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C. 637(d)(2</u>) 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 <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iv) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause <u>52.222-17</u>.
 - (v) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015)
 - (vi) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
 - (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

- (viii) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29 U.S.C.</u> <u>793</u>).
 - (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (x) <u>52.222-40</u>, 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) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>). (xii)
- __(A) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627).
 - __(B) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78 and E.O 13627</u>).
- (xiii) <u>52.222-51</u>, 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) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
 - (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) <u>52.222-62</u>, 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) <u>52.225-26</u>, 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; <u>10 U.S.C. 2302 Note</u>).
- (xx) <u>52.226-6</u>, 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 <u>52.226-6</u>.
- (xxi) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (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 FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

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://www.acquisition.gov/far/ 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 https://www.ecfr.gov/cgi-bin/text-

<u>idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6</u>.<u>tpl</u> to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	TITLE AND DATE
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
52.228-5	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)

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;
- 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.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract. Payment shall be made at the end of each month as work progresses supported by corresponding valuations approved by COR. Payment shall be made via Electronic Funds Transfer (EFT) within 30 days after submitting of original invoice.
- (b) Invoice Submission. The contractor shall submit invoices in an original and two copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Embassy of the United States of America – FMO/DBO Av. Lima Polo cda. 2, s/n, Surco

RUC: 20293588776

Working Hours: Monday thru Friday from 09:00 to 12:00 hrs

Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

-		

652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

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

New Year's Day Martin Luther King's Birthday Washington's Birthday Holy Thursday Good Friday **Labor Day** Memorial Day St. Peter & St. Paul Independence Day Peruvian Independence Day Saint Rose of Lima Labor Dav **Battle of Angamos** Columbus Day All Saints Day Veterans Day Thanksgiving Day **Immaculate Conception** Christmas Day

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

- (b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday 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. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

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 Deputy Facilities Manager.

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.

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. <u>Summary of Instructions</u>. Each offer must consist of the following:
- A.1. Volume I (Price Proposal): 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.

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm

- A.2. Volume II (Technical Proposal): Information demonstrating the offeror's/quoter's ability to perform, including:
 - (1) Name of a Project Manager (or other liaison to the U.S. Embassy) who understands written and spoken English;
 - (2) Resumes of personnel to be associated with each project;
 - (3) QAI's current Certification(s). The Inspectors shall be currently certified by the Roof Consulting Institute, Inc. as a Registered Roof Observer (RRO) or Registered Roof Consultant (RRC), or similar professional organizations and credentials.
 - (4) A Sample daily QAI report.
- (5) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing:
- 1. List of clients over the past 5 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 Peru 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.

- 2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- 3. 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.
- 4. The offeror's strategic plan for Quality Assurance and Management Plan 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.

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: http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions 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)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

The following DOSAR provision(s) is/are 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, Mr. Leo Voytko, Management Officer, at (0051) 1 6182433. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and 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

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- 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 will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility 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.

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.
- (2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications. Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size

standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (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) Reserved
- (d) Reserved
- (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) Reserved
- (g)Reserved
- (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) \Box Have, \Box 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) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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).]
- (1) Listed end products.

Listed End Product	Listed Countries of Origin	

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

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

employees servicing commercial customers.

(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

- (3) If paragraph (k)(1) or (k)(2) of this clause applies.
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract 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.
- (I) 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 (I)(3) through (I)(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.
(3) Taxpayer Identification Number (TIN).
□ TIN:
□ TIN has been applied for.
□ TIN is not required because:
□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have
income effectively connected with the conduct of a trade or business in the United States and
does not have an office or place of business or a fiscal paying agent in the United States;
□ Offeror is an agency or instrumentality of a foreign government;
□ Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
□ Sole proprietorship;
□ Partnership;
□ Corporate entity (not tax-exempt);
□ Corporate entity (tax-exempt);
□ Government entity (Federal, State, or local);
□ Foreign government;
□ International organization per 26 CFR 1.6049-4;
□ Other
(5) Common parent.
□ Offeror is not owned or controlled by a common parent;
□ Name and TIN of common parent:
Name
TIN
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that
the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

- (1) 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 □ is, □ is not an inverted domestic corporation; and
- (ii) It □ is, □ 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: □ Yes or □ 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 □ is not □ 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 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 \square is or \square 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)).

Page | 35

- (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) □ does, □ 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) \square 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)