

Embassy of the United States of America Manila, Philippines

February 1, 2018

To: Prospective Quoters

Subject: Request for Quotations Number 19RP3818Q0040

Enclosed is a Request for Quotations (RFQ) for the Auditing Services of FSN Supplemental Retirement Plan. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 18 that follows this letter.

Submit in writing any questions you may have concerning the RFQ by February 12, 2018 at 2:00 p.m.

If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 18 that follows this letter. Electronic submissions will not be accepted.

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

Quotations are due by Monday, February 12, 2018 at 2:00 p.m.

JOHN A. KLIMOWSKI Contracting Officer

Sincerely.

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Offeror Representations and Certifications

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-18 RFQ NUMBER 19RP3818Q0040

General. The Contractor shall provide audit services as described below.

1.0 CONTRACT PRICE

The contractor shall complete all work, including furnishing all labor, material, transportation, equipment and services, required under this contract for auditing services of the FSN Supplemental Retirement Plan within the time specified. The price listed below shall include all labor, materials, overhead, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the Government will pay the contractor at the firm-fixed-price stated below:

Line Item	Description	Total Price for Completed Report
1	Total Firm-Fixed Price	

1.1 PAYMENT IN LOCAL CURRENCY

All payments made to the Contractor under this contract shall be in *Philippine Currency (PHP)*.

1.2 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is <u>not applicable to this contract</u> and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

CONTINUATION TO SF-18, RFQ NUMBER 19RP3818Q0040 SCHEDULE OF SUPPLIES/SERVICES, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Background

The U.S. Embassy FSN Employees' Retirement Plan (the Plan) is among the benefits programs initiated by the Embassy Management for its locally employed staff (LES). The Plan's objective is to provide LES with an improved retirement benefit plan that is competitive with those offered outside of the Mission. It is intended to provide financial security for the employee or their beneficiaries at retirement, in case of death, disability and separation benefits while employed. The U. S. Embassy is the sole sponsor of The Plan, the general administration and responsibility for carrying out its provisions are vested in an Embassy Administrative Committee. Additionally, Management Group, Bank of Philippine Island served as the Plan's Trustee during the period of time for this audit solicitation and E.M. Zalamea Actuarial Services, Inc. provides periodic actuarial valuations. Banco De Oro (BDO) Unibank is the current Trustee for the Plan starting September 1, 2017.

Summary of Plan Provisions

Effective Date: January 1, 1984 or later date of enrollment with the Philippine Social Security System (PSSS) under employment with the Embassy.

Participation: All Employees of the Embassy, who have not reached age 60 as of the effective date are eligible to participate in the Plan and are automatically Members, provided they are enrolled under the PSSS and are not covered under the U.S. Civil Service Retirement System.

Termination: Membership in the Plan shall cease automatically upon termination of the Member's employment with the Embassy for any reason (including death).

Retirement Eligibility: Normal: Age 60

Early: Age 50 and 10 years of continuous service Late: At employer's discretion but not beyond age 65

Normal Retirement Benefit (NRB): Upon normal retirement a Member shall be entitled to a lump sum benefit equal to his Final Average Monthly Salary multiplied by the number of years of Credited Service using the following factors:

Years of Credited Service	Applicable Factor
Less than 5	Nil
5 to less than 10	0.75
10 to less than 15	1.00
15 to less than 20	1.25
20 or more	1.50

Early Retirement Benefit: Accrued NRB with Final Basic Monthly Salary and Credited Service to date of early retirement.

Voluntary Separation Benefit: Accrued NRB with Final Basic Monthly Salary and Credited Service to date of separation.

Death Benefit: For employees with Credited Service of 5 years and over, accrued with Final Basic Monthly Salary and Credited Service to date of death.

Total and Permanent Disability Benefit: For employees with Credited Service of 5 years and over, accrued with Final Basic Monthly Salary and Credited Service of 5 years and over, accrued with Final Basic Monthly Salary and Credited Service to date of disability.

Mode of Payment: Lump sum, payable immediately.

1. Audit Objectives / Scope of Work

The objective of the audit is to provide reasonable assurance that the Financial Statements of the U.S. Embassy FSN Employees' Retirement Plan as of August 31, 2017 are fairly stated in all material respects. This includes obtaining sufficient, appropriate evidence to support the audit opinion. The report will be used for internal management purposes.

This audit is also expected to determine the prevailing rate of trust management fees being charged by Trust Fund Managers on clients, and the computing system/method they employ.

2. Approach

The audit is to be carried out starting March 5, 2018 to April 9, 2018, in accordance with International Standards. The approach is to be founded on an understanding of the Fund's Plan Rules, Trust Agreement and the prevailing laws applicable in the Republic of the Philippines.

Audit procedures are to be focused on (but not limited to) the five cycles identified below and are to be sufficient to support the following assertions:

Investments Completeness, valuation, and safe custody of the

Plan Assets held by Management Group, Bank of Philippine Island. Completeness and accuracy of Interest

and Investment income (loss).

Contributions Completeness and accuracy.

Benefits Completeness and accuracy of benefit calculation

and the payment.

Plan Expenses Calculated per agreement and are fair and reasonable.

Accrued Pension Benefits Accrued Pension Benefits are actuarially

determined by E.M.Zalamea Acturial Services, Inc. For audit purposes, reliance is generally placed on the actuaries as specialist; procedures are to be performed to assess the reasonableness of the assumptions and impacts on final

actuarial valuations.

3. Roles and Responsibilities

The winning Contractor will be expected to work closely with the Human Resources Office staff, the Senior FSN in FMC, designated Account Officer of the Asset and Trust Management Group, Bank of Philippine Island and Account Officer for E.M.Zalamea Actuarial Services, Inc.

4. Performance Period, Reports and Deliverables
The estimated duration of the audit is expected to be six (6) weeks from the contractor's receipt of the financial statements, and related schedules from the Embassy Human Resources Office. Four (4) copies of the Audit Report and Management Letter should be immediately available for distribution to the Embassy HR, USAID and USDVA after the six week performance period.

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 (OCT 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.]

(1) <u>52.203-6</u> , 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) <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.)
(4) <u>52.204-10</u> , Reporting Executive Compensation and First-Tier Subcontract Awards
(Oct 2016) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).
(5) [Reserved].
(6) <u>52.204-14</u> , Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117,
section 743 of Div. C).
(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].
(10) [reserved]. (11)(i) <u>52.219-3</u> , Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (<u>15</u>
U.S.C. 657a).
(ii) Alternate I (Nov 2011) of <u>52.219-3</u> .
(12)(i) <u>52.219-4</u> , 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 <u>52.219-4</u> .
(13) [Reserved]
(14)(i) <u>52.219-6</u> , Notice of Total Small Business Set-Aside (Nov 2011) (<u>15 U.S.C. 644</u>).
(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.</u>
<u>644</u>).
(ii) Alternate I (Oct 1995) of <u>52.219-7</u> .
(iii) Alternate II (Mar 2004) of <u>52.219-7</u> .
(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) <u>52.219-9</u> , Small Business Subcontracting Plan (Jan 2017) (<u>15 U.S.C. 637(d)(4)</u>).
(ii) Alternate I (Nov 2016) of <u>52.219-9</u> .
(iii) Alternate II (Nov 2016) of <u>52.219-9</u> .
(iv) Alternate III (Nov 2016) of <u>52.219-9</u> .
(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) <u>52.219-16</u> , Liquidated Damages.Subcon-tracting Plan (Jan 1999) (<u>15 U.S.C.</u>
637(d)(4)(F)(i).
(21) <u>52.219-27</u> , Notice of Service-Disabled Veteran-Owned Small Business Set-Aside
(Nov 2011) (<u>15 U.S.C. 657 f</u>).
(22) <u>52.219-28</u> , Post Award Small Business Program Rerepresentation (Jul 2013) (<u>15</u>
<u>U.S.C. 632(a)(2)</u>).
(23) <u>52.219-29</u> , 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) <u>52.219-30</u> , 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).
X (26) 52.222-19, Child Labor. Cooperation with Authorities and Remedies (Oct 2016)
(E.O. 13126).
(27) <u>52.222-21</u> , Prohibition of Segregated Facilities (Apr 2015).
(28) <u>52.222-26</u> , Equal Opportunity (Sept 2016) (E.O. 11246).
(29) <u>52.222-35</u> , Equal Opportunity for Veterans (Oct 2015)(<u>38 U.S.C. 4212</u>).
(30) <u>52.222-36</u> , Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29 U.S.C.</u>
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).
<u>X</u> (33)(i) <u>52.222-50</u> , Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter</u> <u>78</u> and E.O. 13627).
(ii) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O. 13627).
(34) <u>52.222-54</u> , 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 <u>22.1803</u> .)
(35)(i) <u>52.223-9</u> , 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) <u>52.223-11</u> , 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 <u>52.223-14</u> .
(40) <u>52.223-15</u> , Energy Efficiency in Energy-Consuming Products (DEC 2007) (<u>42</u>
<u>U.S.C. 8259b</u>).
(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 <u>52.223-16</u> .
X (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>U.S.C. 4001</u> 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 <u>52.225-3</u> .
(iv) Alternate III (May 2014) of <u>52.225-3</u> .
(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).
X (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) <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; 10 U.S.C. 2302 Note).
(51) <u>52.226-4</u> , Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (<u>42 U.S.C.</u>
<u>5150</u>).
(52) <u>52.226-5</u> , Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov
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X (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)
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(54) <u>52.232-30</u> , Installment Payments for Commercial Items (Jan 2017) (<u>41 U.S.C. 4505</u>
<u>10 U.S.C. 2307(f)</u>).
(55) <u>52.232-33</u> , Payment by Electronic Funds Transfer.System for Award Management
(Jul 2013) (<u>31 U.S.C. 3332</u>).
X (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.C. 552a</u>).
(59) <u>52.242-5</u> , Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C.
637(d)(12)).

(60)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb
2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
(ii) Alternate I (Apr 2003) of <u>52.247-64</u> .
(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) <u>52.222-17</u> , 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.
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(4) <u>52.222-43</u> , 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) <u>52.222-44</u> , Fair Labor Standards Act and Service Contract Labor Standards.Price
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(6) <u>52.222-51</u> , Exemption from Application of the Service Contract Labor Standards to
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(7) <u>52.222-53</u> , Exemption from Application of the Service Contract Labor Standards to
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(8) <u>52.222-55</u> , 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.</u>
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 hid is in

- (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 (l) 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) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015) (<u>38 U.S.C. 4212</u>).
- (viii) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29 U.S.C.</u> <u>793</u>).
 - (ix) <u>52.222-37</u>, Employment Reports on Veterans (Feb 2016) (<u>38 U.S.C. 4212</u>)
- (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 <u>52.222-40</u>.
 - (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) (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) <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; 10 U.S.C. 2302 Note).
- (xx) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C. 1792</u>). 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-

idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.t pl 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 2014)	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL
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)

The following DOSAR clause(s) is/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.

(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.
- (b) Invoice Submission. The contractor shall submit invoices in an original and *two* (2) copies to the address below. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

FINANCIAL MANAGEMENT CENTER (FMC)

Embassy of the United States of America 1201 Roxas Boulevard Ermita, Manila

PO#		

		- ·
		
	address stated on the cover page	Contractor Remittance Address. The Government will address stated on the cover page of this contract, unless own 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
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
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 *Human Resources Officer*.

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

Instructions to Offeror. Each offer must consist of the following:

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 (2 copies (including original) in physically separate volumes):
- A.1. A completed solicitation, in which the SF-18 cover page and Section 1 (Prices) and Section 5 (Representations and Certifications) have been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) The professional qualifications of the certifying audit firm; the successful bidder must be a well-known audit firm with a good reputation within international community, accredited by the PRC Board of Accountancy, the Central Bank of the Philippines, the Insurance Commission of the Philippines and the BIR.
- (2) Identification of standards, methods and techniques employed to determine the financial position of the Retirement Fund;
- (3) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;
- (4) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (5) List of clients over the past three (3) 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 the Philippines 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.

- (6) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work; and
- (7) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
 - (8) The offeror's strategic plan for the auditing 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

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://grasite.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 <u>AQMCompetitionAdvocate@state.gov</u>.
- (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, Management Counselor, at (632) 301-2000. 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-18, block 11", 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.

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

The following FAR provision(s) is/are provided in full text:

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 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.

"Économically 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.

certifications posted on the SAM website.

- (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
- (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.
- (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," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are

defined in the clause of this solicitation entitled "Buy American.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 necessary] (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American.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 Products: Line Item No.
[List as necessary] (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": Canadian or Israeli End Products: Line Item No. Country of Origin
[List as necessary] (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 necessary] (5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.) (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.Smade or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements." (ii) The offeror shall list as other end products those end products that are not U.Smade or designated country end products. Other End Products: Line Item No. Country of Origin
[List as necessary] (iii) The Government will evaluate offers in accordance with the policies and procedures of FAI Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.Smade 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.Smade 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, the best of its knowledge and belief, that the offeror and/or any of its principals. (1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (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) □ 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 element and
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).

(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) RESERVED

(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.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-

4(c)(1). The offeror \square does \square 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:

^{□ (}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.

(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) Čertain 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.
(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.
(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if
the offeror is required to provide this information to 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.
(3) Taxpayer Identification Number (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 on level);
☐ 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 normitted to use appropriated for otherwise made evailable)
(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:
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.
Is the immediate owner owned or controlled by another entity: \Box Yes or \Box 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 □ is not □ 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 □ is or □ 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 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)