

CONSULATE GENERAL OF THE UNITED STATES OF AMERICA

U.S. Consulate General, Karachi Date: April 11, 2018

To: Prospective Quoters

Subject: Request for Quotations number 19PK4018Q5013 Services for Urdu Language Instructors to teach non Urdu speaking personnel at U.S. Consulate General Karachi, Pakistan.

Enclosed is a Request for Quotations (RFQ) for Services for Urdu Language Instructors to Teach American Personnel at U.S. Consulate General Karachi, Pakistan. 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 1449 that follows this letter.

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.

Submit your quotation in a sealed envelope marked "Quotation Enclosed (19PK4018Q5013) to the Kellie Reifstenzel, GSO Procurement, American Consulate General, Plot 3-5, New TPX Area, Mai Kolachi Rd - Karachi on or before 1500 Hrs on May 02, 2018. No quotations will be accepted after this time.

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

- 1. SF-1449
- 2. Section 1 pricing;
- 3. Section 5, Representations and Certifications;
- 4. Additional information as required in Section 3.

Direct any questions regarding this solicitation to **Kellie Reifstenzel** by letter or by telephone 92-21-3527-5753 during regular business hours.

Sincerely,

Kellie Reifstenzel

Contracting Officer

Enclosure 19PK4018Q5013

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17.a. CONTRACTOR	R/OFFEROR COI	DE FACILITY CO	DDE _		18a. PAYMENT WILL BE MADE BY					
					Fiscal Management Officer (FMO)					
TELEPHONE NO:		FAX NO.:			American Consulate, Plot 3-5, New TPX Area, Mai Kolachi Rd. Karachi, Pakistan					
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27b.CONTRACT	27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA 🗌 ARE 🔀 ARE NOT ATTACHED.									

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			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER **19PK4018Q5013**PRICES, <u>BLOCK 23</u>

1.0 DESCRIPTION

U.S. Consulate General Karachi requires services of a company to provide Urdu language instructors to teach non-Urdu speaking U.S. government personnel. Primary goal of the language instruction is to meet the student's professional requirements as they interact with the Urdu speaking public. All instruction is to take place during U.S. Consulate business hours from 8:30 AM to 5:00 PM Monday to Friday.

The contract type is a firm fixed price contract for Urdu language services paid at the hourly rate below. These rates include all costs associated with providing Urdu language services in accordance with labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The contract will be for a five year period, with one base year and four one-year optional periods of performance.

2.0 PRICING

2.1 Base Year Prices in Pak Rupees (July 16, 2018 to July 15, 2019)

The Contractor shall provide the services shown below for the base period of the contract, starting from the date stated above and continuing for a period of 12 months. The fixed unit prices and quantities are:

S/N o	Description of Services	Monthly Price in PKR		Annual Price (in PKR)		
1	Services of Urdu language instructors to teach non Urdu speaking personnel in accordance with Statement of Work (SOW).		X 12			
	Grand Total Price for Base Year					

2.2 First Option Year Prices in Pak Rupees (July 16, 2019 to July 15, 2020)

The Contractor shall provide the services shown below for the base period of the contract, starting from the date stated above and continuing for a period of 12 months. The fixed unit prices and quantities are:

S/N o	Description of Services	Monthly Price in PKR		Annual Price (in PKR)
1	Services of Urdu language instructors to teach non Urdu speaking personnel in accordance with Statement of Work (SOW).		X 12	

2.3 Second Option Year Price in Pak Rupees (July 16, 2020 to July 15, 2021)

The Contractor shall provide the services shown below for the base period of the contract, starting from the date stated above and continuing for a period of 12 months. The fixed unit prices and quantities are:

S/N o	Description of Services	Monthly Price in PKR		Annual Price (in PKR)		
1	Services of Urdu language instructors to teach non Urdu speaking personnel in accordance with Statement of Work (SOW).		X 12			
	Grand Total Price for Second Option Year					

2.4 Third Option Year Price in Pak Rupees (July 16, 2021 to July 15, 2022)

The Contractor shall provide the services shown below for the base period of the contract, starting from the date stated above and continuing for a period of 12 months. The fixed unit prices and quantities are:

S/N o	Description of Services	Monthly Price in PKR		Annual Price (in PKR)
1	Services of Urdu language instructors to teach non Urdu speaking personnel in accordance with Statement of Work (SOW).		X 12	

2.5 Fourth Option Year Price in Pak Rupees (July 16, 2022 to July 15, 2023)

The Contractor shall provide the services shown below for the base period of the contract, starting from the date stated above and continuing for a period of 12 months. The fixed unit prices and quantities are:

S/N o	Description of Services	Monthly Price in PKR		Annual Price (in PKR)
1	Services of Urdu language instructors to teach non Urdu speaking personnel in accordance with Statement of Work (SOW).		X 12	

GRAND TOTAL CONTRACT PRICE, INCLUDING ALL OPTION YEARS				
Base Period Total Price				
First Option Year Total Price				
Second Option Year Total Price				
Third Option Year Total Price				
Fourth Option Year Total Price				
GRAND TOTAL FIRM-FIXED PRICE				
FOR BASE YEAR PLUS ALL OPTION YEARS				

2.6 Pricing and Payment shall be made in the local currency (PKR); however, foreign firms may submit proposal in USD and will be paid in US dollars.

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. Consulate has a tax exemption certificate from the host government.

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 Paragraphs	Performance Threshold
Services. Ensures provision of qualified instructors to deliver all services related to teaching Urdu to American staff as set forth in the scope of work.	1 thru 3	All required services are performed and no more than one 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.

Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

2. 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.]

CONTINUATION TO SF-1449,

RFQ NUMBER **19PK4018Q5013**

SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DESCRIPTION/SPECIFICATION/WORK STATEMENT

1. STATEMENT OF WORK

The selected Contractor shall provide services of Urdu language instructors to teach American personnel at the U.S. Consulate in Karachi. The instructors shall focus on the students' professional needs as they interact with the Urdu speaking public. The Contractor shall deliver the instruction to include the development of speaking, listening, and reading skills to adequately carry out the students' specific job requirements. All instruction shall include job-related language terminology and usage of the designated field of interest. The Contractor shall use the Foreign Service Institute (FSI) Language Skill Descriptions (Attachment 1) as instructional goals. The Contractor should employ a Quality Control Manager who can communicate effectively in English unless one of the instructors is assigned this role.

The Contractor shall provide standard survival, beginner, intermediate, and advanced language training courses for groups of American personnel to enable them to interact with their Urdu speaking colleagues and the public in a range of situations. The instructors shall be required to develop appropriate testing and training materials and corresponding teaching aids for the course that will run for approximately a twelve-week period three times a year, and for a shorter summer session of approximately eight weeks. The Contractor shall also provide guided study, language coaching, and section specific language training e.g. consular, facilities etc.

Specialized training will be designed for staff in language designated positions or staff who will take a State Department language proficiency test. The goal of training is to provide the student with the skills and knowledge necessary to reach the desired level of performance as required according to the FSI Language Level Skill Descriptions in Speaking 0 - 5, and Reading 0 - 5, as described in Attachment 1.

The Contractor shall provide instructor(s), who will address the particular language needs of individuals and/or groups attending the language training; and as required, a) assign homework tasks b) prepare supplementary materials to enhance learning and complement the training texts

Core training materials (e.g., FSI textbooks, etc.) will be provided by the U.S. Consulate, in addition to other relevant materials that may be deemed necessary and agreed to by the U.S. Consulate and the Contractor. Instruction shall be based on academic principles as used at the Department of State Foreign Service Institute. Instructors will have to adopt the FSI training course material as per post

specific requirements and develop additional material (e.g., handouts, local newspaper articles, etc.) as deemed required.

Instruction shall take place on the U.S. Consulate compound. Sessions shall be one hour in length and shall be scheduled between Monday and Friday from 8:30 AM and 5:00 PM. Between one (1) and six (6) students will be part of any class, unless mutually agreed upon by Contractor and the U.S Consulate.

The U.S. Consulate requires that the instructors be available from 8:30 AM to 5:00 PM for instruction, lesson preparation, materials development, and student counseling, but teachers do not have to be on compound when they do not have instruction, lesson preparation, materials development and/or student counseling.

2. PERIOD OF PERFORMANCE

The term of the contract will be for one base year with the option to extend for four (4), one-year optional periods.

3. GOVERNMENT FURNISHED PROPERTY

The U.S. Consulate shall provide instructional materials to include texts and audio-visual media. However, the Contractor shall provide newspapers, magazines, and other locally available training materials.

The U.S. Consulate shall provide all necessary site support materials and equipment, including items such as:

- Multimedia equipment: TV and DVD player;
- Expendable/consumable classroom supplies (i.e. paper, pencils, pens, markers and binders);

4. SPECIFIC TASKS

Specifically the Contractor shall provide instructor(s):

- o Who have the minimum educational qualification of a Bachelor's degree with a minimum of three years' experience teaching Urdu language in a classroom setting to foreign adult students.
- Who can provide two references for each instructor assigned by the Contractor. The U.S. Consulate HR Office will verify academic degrees, qualifications, and check references of the proposed instructors.
- O Who are well versed in English language skills, i.e., good working knowledge: Instructors must be able to read and understand regulations, instructions, and related material concerning the students' field of work, and able to prepare correspondence and student evaluations. Must be able to communicate effectively with U.S. Consulate staff and students in the English language.
- O Who are encouraging, supportive, approachable, and capable of answering in-depth questions on a wide range of topics; who will provide the required lessons as per set objectives and goals of the Post Urdu Language Program, explain things clearly, and are well prepared.

- o The Contractor will be responsible for developing time table of classes and keeping the classroom/teaching location organized and conducive to learning.
- O The instructors will be required to provide performance related feedback and identify/recommend additional resources to each of the students. They will be required to provide initial enrollment reports, final course completion reports, student retention/turnover reports and ad-hoc reports e.g. program improvement, lesson learned etc. on an as-needed basis.

The Contractor shall provide Urdu language instruction as determined by the contract. The objective of each training module or lesson is to prepare all students as efficiently and effectively as possible to accomplish the goals of the training. The Contractor shall provide qualified instructor(s) to efficiently cover the work load.

5. TESTING AND RECOMMENDATIONS

5.1 Evaluation of Learning

Evaluation of learning should be made an essential part of the learning and teaching experience. It helps students, teachers and U.S. Consulate to recognize progress being made in learning and to improve teaching. Evaluation of learning is an ongoing process; it should take place before placing a learner into a course, during the learning process and again once the learner comes to the end of a course. The Contractor shall administer tests on knowledge and proficiency as a required element of evaluating the student's progress in the training module or lesson. The Contractor shall provide these tests periodically to:

- Initial assessment placement tests,
- Determine the student's progress in training; pre and post self-assessment,
- Identify areas of weakness where supplemental training may be needed and,
- Quantify the student's then-current level of knowledge and proficiency.

Initial testing will be used to establish a baseline for measurement of knowledge and proficiency of each student and may be used in a predictive manner to facilitate personal training planning. The Contractor shall develop these tests and ensure transparent implementation.

5.2 Student Progress Documentation and Training Recommendations

The Contractor's instructor(s) shall be responsible for documenting each student's progress in training and for preparing a training recommendation for each student. The student's progress will be reported to the student after each test and on a bi-weekly basis. The instructor will document the student's progress under each lesson module. The Contractor shall prepare training recommendations that state specific plans for remedial or supplementary use of supportive training materials, or use of tutoring and personalized training techniques.

5.3 Student Counseling

The Contractor's instructor(s) shall be responsible for counseling each student about the student's performance and for preparing and discussing with the student any corrective actions or assignments. The student's progress will be discussed with the student on a bi-weekly basis, and the instructors shall document the training recommendations made to direct the student's progress. The Contractor shall provide weekly counseling to all students considered in danger of failing any proficiency test they plan to take. The counseling sessions should result in specific tasking for remedial or supplementary use of training materials, or tutoring and personalized training techniques.

Below table list Language training performance requirements

PERFORMANCE REQUIREMENT	PERFORMANCE STANDARD	TOOLS AND METHODS
Listening proficiency Oral recognition and response Reception and Initial Contact	Required proficiency level: At least 90% of the students tested in each class shall be able to answer correctly at least 95% of the selected audio discussion used in context.	track progress.
Speaking Proficiency	At required proficiency level: At least 85% of the students tested in each class shall be able to pronounce correctly at least 90% of the spoken words when used in conversation exchange.	track progress.
Reading Proficiency	Required proficiency level: At least 85% of the students tested in each class shall be able to comprehend and correctly respond to at least 90% of the written communications questions in which selected vocabulary is presented.	track progress.
Recognition and subject matter Comprehension	Required proficiency level: At least 75% of the students tested will correctly comprehended and answer 85% of the questions.	
Initial assessment of students' needs	The Contractor will provide feedback on student progress based on testing and their customized curriculum. At	- Interviews
Section 5.1 above	least 95% of the information gathered	

Student progress documentation and training recommendations. Section 5.2	No more than 5% of the student progress reports required during the reporting period were received late or were missing.	- Group discussions (in classes with more than one student) - Questionnaires Use different activities focused on individual learning styles; provide strategies which can help students recognize their learning style. Let students share their tips and tricks for learning.
Discuss individual progress with the student on a bi-weekly basis and document the training recommendations made to direct the student's progress Section 5.3	At least 95% of the students assigned, and all students considered in danger of failing proficiency tests will receive counseling.	- Checklists and can do lists - Feedback (student- student, student-Instructor, Instructor-Consulate and Student-Consulate is possible). - Individual learning plans will help students to monitor their progress pair or group activities - Posters or discussions.
The Contractor shall maintain a detailed list of training materials and online sources for delivery of Urdu language training.		
Track and report to the Contracting Officer's Representative (COR) on student participation, attendance and progress.	The Contractor shall have in place means of tracking student participation in on-line coursework, and report on effectiveness of this training vehicle as well as any suggested changes in this delivery means.	

after each trimester	The Contractor shall conduct a customer service survey after each quarterly session with the goal of improving the quality of language training services. The results of the customer service survey will go to the COR.	

Attachment 1: Foreign Language Training Language Skill Descriptions

Speaking 0 (No Proficiency)

- Unable to function in the spoken language.
- Oral production is limited to occasional isolated words.
- Has essentially no communicative ability.

Speaking 0+ (Memorized Proficiency)

- Able to satisfy immediate needs using rehearsed utterances.
- Shows little real autonomy of expression, flexibility, or spontaneity.
- Can ask questions; make statements with reasonable accuracy only with memorized utterances, or formulae.
- Attempts at creating speech are usually unsuccessful.

Examples:

- 1. The individual's vocabulary is usually limited to areas of immediate survival needs.
- 2. Most utterances are telegraphic; that is linking words, markers, etc. are omitted, confused, or distorted.
- 3. An individual can usually differentiate most significant sounds when produced in isolation, but, when combined in words or groups of words, errors may be frequent.
- 4. Even with repetition, communication is severely limited, even with people used to dealing with foreigners.
- 5. Stress, intonation, tone, etc. are frequently incorrect.

S1 Speaking 1 (Elementary Proficiency)

- Able to satisfy minimum courtesy requirements and maintain very simple face-to-face conversations on familiar topics.
- A native speaker must often use slowed speech, repetition, paraphrasing, or a combination of these to be understood.
- Similarly, the native speaker must strain and employ real-world knowledge to understand even simple statements/questions.
- This speaker has a functional, but limited proficiency.
- Misunderstandings are frequent, but the individual is able to ask for help and to verify comprehension of native speech in face-to-face interaction.
- The individual is unable to produce continuous discourse except with rehearsed material.

Examples:

- 1. Structural accuracy is likely to be random or severely limited.
- 2. Time concepts are vague.
- 3. Vocabulary is inaccurate and its range is very narrow.
- 4. The individual often speaks with great difficulty.
- 5. By repeating themselves, such speakers can be understood by native speakers who are in regular contact with foreigners, but there is little precision in the information.
- 6. Needs, experience, or training may vary greatly from individual to individual; for example, speakers at this level may have encountered quite different vocabulary areas.
- 7. The individual can typically satisfy predictable, simple, personal, and accommodation needs; generally meet courtesy, introduction, and identification requirements; exchange greetings; elicit and provide, for example, predictable and skeletal biographical information.
- 8. Might be able to give information about business hours, explain routine procedures in a

- limited way, and state in a simple manner what actions will be taken.
- 9. Might be able to formulate some questions even in languages with complicated question constructions.
- 10. Almost every utterance may be characterized by structural errors and errors in basic grammatical relations.
- 11. Vocabulary is extremely limited and characteristically does not include modifiers.
- 12. Pronunciation, stress, and intonation are generally poor, often heavily influenced by another language.
- 13. Use of structure and vocabulary is very imprecise.

Speaking 1+

- Can initiate and maintain predictable face-to-face conversations and satisfy limited social demands.
- May have some understanding of social conversation conventions.
- The interlocutor is generally required to strain and employ real-world knowledge to understand even simple speech.
- The speaker at this level may hesitate and may have to change subjects due to lack of language resources.
- Range and control of the language are limited.
- Speech largely consists of a series of short, discrete utterances.

Examples:

- 1. The individual is able to satisfy most travel and accommodation needs and a limited range of social demands beyond exchange of skeletal biographic information.
- 2. Speaking ability may extend beyond immediate survival needs.
- 3. Accuracy in basic grammatical relations is evident, although not consistent.
- 4. May exhibit the more common forms of verb tenses, for example, but may make frequent errors in formation and selection.
- 5. While some structures are established, errors occur in patterns that are more complex.
- 6. The individual typically cannot sustain coherent structures in longer utterances or unfamiliar situations.
- 7. Ability to describe and give precise information is limited.
- 8. Person, space, and time references are often used incorrectly.
- 9. Pronunciation is understandable to natives used to dealing with foreigners.
- 10. Can combine most significant sounds with reasonable comprehensibility, but has difficulty in producing certain sounds in certain positions or in certain combinations.
- 11. Speech will usually be labored.
- 12. Frequently has to repeat utterances to be understood by the general public.

S2 Speaking 2 (Limited Working Proficiency)

- Able to satisfy routine social demands and limited work requirements.
- Can handle routine work-related interactions that are limited in scope.
- In more complex and sophisticated work-related tasks, usage generally disturbs the native speaker.
- Can handle with confidence, but not with facility, most normal high-frequency social conversational situations, including extensive but casual conversations about current events, as well as work, family, and autobiographical information.

- The individual can get the gist of most everyday conversations, but has some difficulty understanding native speakers in situations that require specialized or sophisticated knowledge.
- The individual's utterances are minimally cohesive.
- Linguistic structure is usually not very elaborate and not thoroughly controlled; errors are frequent.
- Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

Examples:

- 1. The individual can typically ask and answer predictable questions in the workplace and give straightforward instruction to subordinates.
- 2. The individual can participate in personal and accommodation-type interactions with elaboration and facility; that is, can give and understand complicated, detailed, and extensive directions and make non-routine changes in travel and accommodation arrangements.
- 3. Simple structures and basic grammatical relations are typically controlled; however, there are areas of weakness.
- 4. In the commonly taught languages, these [areas of weakness] may be simple markings such as plurals, articles, linking words, and negatives, or more complex structures such as tense/aspect usage, case morphology, passive constructions, word order, and embedding.

Speaking 2+

- Able to satisfy most work requirements with language usage that is often, but not always, acceptable and effective.
- The individual shows considerable ability to communicate effectively on topics relating to particular interests and special fields of competence.
- Often shows a high degree of fluency and ease of speech, yet when under tension or pressure, the ability to use the language effectively may deteriorate.
- Comprehension of normal native speech is typically nearly complete.
- The individual may miss cultural and local references and may require a native speaker to adjust to limitations in some ways.
- Native speakers often perceive the individual's speech to contain awkward or inaccurate phrasing of ideas, use mistaken time, space, and person references, or to be in some way inappropriate, if not strictly incorrect.

Examples:

- 1. Typically, the individual can participate in most social, formal, and informal interactions; however, limitations either in range of contexts, types of tasks, or level of accuracy hinder effectiveness.
- 2. The individual may be ill at ease with the use of the language either in social interaction or in speaking at length in professional contexts.
- 3. Is generally strong in either structural precision or vocabulary, but not in both.
- 4. Weakness or unevenness in structure or vocabulary, or in pronunciation, occasionally results in miscommunication.
- 5. Normally controls, but cannot always easily produce, general vocabulary.
- 6. Discourse often lacks cohesiveness.

S3 Speaking 3 (General Professional Proficiency)

• Able to speak the language with sufficient structural accuracy and vocabulary to participate

- effectively in most formal and informal conversations on practical, social, and professional topics.
- Nevertheless, the individual's limitations generally restrict the professional contexts of language use to matters of shared knowledge and/or international convention.
- Discourse is cohesive.
- The individual uses the language acceptably, but with some noticeable imperfections; yet, errors virtually never interfere with understanding and rarely disturb the native speaker.
- The individual can effectively combine structure and vocabulary to convey his/her meaning accurately.
- The individual speaks readily and fills pauses suitably.
- In face-to-face conversation with natives speaking the standard dialect at a normal rate of speech, comprehension is quite complete.
- Although cultural references, proverbs, and the implications of nuances and idiom may not be fully understood, the individual can easily repair the conversation.
- Pronunciation may be obviously foreign.
- Individual sounds are accurate; but stress, intonation, and pitch control may be faulty.

Examples:

- 1. The individual can typically discuss particular interests and special fields of competence with reasonable ease.
- 2. Can use the language as part of normal professional duties such as answering objections, clarifying points, justifying decisions, understanding the essence of challenges, stating and defending policy, conducting meetings, delivering briefings or other extended and elaborate informative monologues.
- 3. Can reliably elicit information and informed opinion from native speakers.
- 4. Structural inaccuracy is rarely the major cause of misunderstanding.
- 5. Use of structural devices is flexible and elaborate.
- 6. Without searching for words or phrases, the individual uses the language clearly and relatively naturally to elaborate concepts freely and make ideas easily understandable to native speakers.
- 7. Errors occur infrequently except in highly complex structures.

Speaking 3+

• Is often able to use the language to satisfy professional needs in a wide range of sophisticated and demanding tasks.

Examples:

- 1. Despite obvious strengths, the individual may exhibit some hesitancy, uncertainty, effort, or errors that limit the range of language-use tasks that can be reliably performed.
- 2. Typically, there is particular strength in fluency and one or more, but not all, of the following:
- 3. Breadth of lexicon, including low- and medium-frequency items, especially sociolinguistic/cultural references and nuances of close synonyms;
- 4. Structural precision, with sophisticated features that are readily, accurately, and appropriately controlled (such as complex modification and embedding in Indo-European languages);
- 5. Discourse competence in a wide range of contexts and tasks, often matching a native speaker's strategic and organizational abilities and expectations.
- 6. Occasional patterned errors occur infrequently except in highly complex structures.

S4 Speaking 4 (Advanced Professional Proficiency)

- Able to use the language fluently and accurately on all levels normally pertinent to professional needs.
- The individual's language usage and ability to function are fully successful.
- Organizes discourse well, using appropriate rhetorical speech devices, native cultural references, and understanding.
- Language ability only rarely hinders performance of any task; yet the individual would seldom be perceived as a native.
- Speaks effortlessly and smoothly and is able to use the language with a high degree of effectiveness, reliability, and precision for all representational purposes within the range of personal and professional experience and scope of responsibilities.
- Can serve as an informal interpreter in a range of unpredictable circumstances.
- The individual can perform extensive, sophisticated language tasks, encompassing most matters of interest to well-educated native speakers, including tasks that do not bear directly on a professional specialty.

Examples:

- 1. Can discuss in detail concepts that are fundamentally different from those of the target culture and make those concepts clear and accessible to the native speaker.
- 2. Similarly, the individual can understand the details and ramifications of concepts that are culturally or conceptually different from his/her own.
- 3. Can set the tone of interpersonal official, semi-official, and non-professional verbal exchanges with a representative range of native speakers (in a range of varied audiences, purposes, tasks, and settings).
- 4. Can play an effective role among native speakers in such contexts as conferences, lectures, and debates on matters of disagreement.
- 5. The individual can advocate a position at length, both formally and in chance encounters, using sophisticated verbal strategies.
- 6. Understands and reliably produces shifts of both subject matter and tone.
- 7. Can understand native speakers of the standard and other major dialects in essentially any face-to-face interaction.

Speaking 4+

- Speaking proficiency is regularly superior in all respects, usually equivalent to that of a well-educated, highly articulate native speaker.
- Language ability does not impede the performance of any language-use task.
- However, the individual would not necessarily be perceived as culturally native.

Examples:

- 1. The individual organizes discourse well, employing functional rhetorical speech, devices, native cultural references and understanding.
- 2. Effectively applies a native speaker's social and circumstantial knowledge.
- 3. However, cannot sustain that performance under all circumstances.
- 4. While the individual has a wide range and control of structure, an occasional non-native slip may occur.
- 5. The individual has a sophisticated control of vocabulary and phrasing that is rarely imprecise, yet there are occasional weaknesses in idioms, colloquialisms, pronunciation, cultural reference, or there may be an occasional failure to interact in a totally native manner.

S5 Speaking 5 (Functionally Native Proficiency)

- Speaking proficiency is functionally equivalent to that of a highly articulate, well-educated native speaker and reflects the cultural standards of a country where the language is natively spoken.
- The individual uses the language with complete flexibility and intuition, so that speech on all levels is fully accepted by well-educated native speakers in all of its features, including breadth of vocabulary and idiom, colloquialisms, and pertinent cultural references.
- Pronunciation is typically consistent with that of well-educated native speakers of a non-stigmatized dialect.

Foreign Language Training Language Skill Descriptions: Reading

Reading 0: (No Proficiency)

No practical ability to read the language.

- No practical ability to read the language.
- Consistently misunderstands or cannot comprehend at all.

Reading 0+ (Memorized Proficiency)

can recognize all the letters in the printed version of an alphabetic system and high-frequency elements of a syllabary or a character system.

- Is able to read some or all of the following: numbers, isolated words and phrases, personal and place names, street signs, office and shop designations, although these are often inaccurately interpreted.
- Is unable to read connected prose.

Reading 1: (Elementary Proficiency)

Sufficient comprehension to read very simple connected written material in a form equivalent to usual printing or typescript.

- Can read either representation of familiar formulaic verbal exchanges or simple language containing only the highest frequency structural patterns and vocabulary, including shared international vocabulary items and cognates (when relevant).
- Is able to read and understand known language elements that have been recombined in new ways to achieve different meanings at a similar level of simplicity.
- Texts may include simple narratives of routine behavior; highly predictable descriptions of people, places, or things; and explanations of geography and government such as those simplified for tourists.
- Some misunderstandings possible in simple texts.
- Can get some main ideas and locate prominent items of professional significance in more complex texts.
- Can identify general subject matter in some authentic texts.

Reading 1+

Sufficient comprehension to understand simple discourse in printed form for informative social purposes.

- Can read material such as announcements of public events, simple prose containing biographical information or narration of events, and straightforward newspaper headlines.
- Can guess at unfamiliar vocabulary in common contexts, but with difficulty in unfamiliar contexts.

- Can understand some main ideas and locate routine information of professional significance in more complex texts.
- Can follow essential points of written discussion at an elementary level on topics in special professional field.
- In commonly taught languages, may not control the structure well.
- For example, often misinterprets basic grammatical relations, and temporal reference may rely primarily on lexical items as time indicators.
- Has some difficulty with the cohesive factors in discourse, such as matching pronouns with referents.
- May have to read material several times for understanding.

Reading 2: (Limited Working Proficiency)

Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on subjects within familiar contexts.

- Can locate and understand the main ideas and details in material written for the general reader.
- May be able to summarize or perform sorting and locating tasks with written texts that
 are well beyond general proficiency level if the individual has professional knowledge of
 a subject.
- Can read uncomplicated, but authentic prose on familiar subjects that are normally presented in a predictable sequence to aid the reader in understanding.
- Texts may include descriptions and narrations in contexts such as news items describing frequently occurring events, simple biographical information, social notices, formulaic business letters, and simple technical material written for the general reader.
- Generally, can read prose that is predominantly in straightforward/high-frequency sentence patterns.
- Does not have a broad active vocabulary (that is, which he or she recognizes immediately on sight), but is able to use contextual and real-world cues to understand the text.
- Is typically able to answer factual questions about authentic texts of the types described above.

Reading 2+

Sufficient comprehension to understand most factual material in non-technical prose as well as some discussions on concrete topics related to special professional interests.

- Is markedly more proficient at reading materials on a familiar topic.
- Is able to separate the main ideas and details from lesser ones and uses that distinction to advance understanding.
- Is able to use linguistic context and real-world knowledge to make sensible guesses about unfamiliar material.
- Has a broad active reading vocabulary.
- Is able to get the gist of main and subsidiary ideas in more sophisticated texts.
- Weaknesses include slowness, uncertainty and inability to discern nuance, figurative language, and/or intentionally disguised meaning.

Reading 3: (General Professional Proficiency)

Able to read at a normal speed and with almost complete comprehension of a variety of authentic prose material on unfamiliar subjects.

- Reading ability is not dependent on subject matter knowledge, although it is not expected that the individual can thoroughly comprehend subject matter that is highly dependent on cultural knowledge or outside his or her general experience without an accompanying explanation.
- Text-types include news stories similar to wire service reports or international news items in major periodicals, routine correspondence, general reports, and technical material in his/her professional field. All of these may include hypothesis, argumentation, and supported opinions.
- Misreading is rare.
- Is almost always able to interpret material correctly, relate ideas, and "read between the lines" (i.e. understand the writers' implicit intentions).
- Can get the gist of more sophisticated texts, but may be unable to detect or understand subtlety and nuance.
- Rarely has to pause over or reread general vocabulary.
- However, may have trouble with unusually complex structure and low-frequency idioms.

Reading 3+

Can comprehend a variety of styles and forms pertinent to professional needs.

- Rarely misinterprets such texts as described above, or experiences difficulty relating ideas or making inferences.
- Is able to comprehend many sociolinguistic and cultural references.
- However, may miss some nuances and subtleties.
- Is able to comprehend a considerable range of intentionally complex structures, low-frequency idioms, and uncommon connotative intentions; however, accuracy is not complete.
- Is typically able to read with facility and appreciate contemporary expository, technical, or literary texts that do not rely heavily on slang and unusual idioms.

Reading 4: (Advanced Professional Proficiency)

Able to read fluently and accurately all styles and forms of the language pertinent to professional needs.

- Has extensive enough experience with the written language to relate inferences in the text to real-world knowledge and understand almost all socio-linguistic and cultural references.
- Is able to "read beyond the lines" (i.e. to understand the full ramifications of texts in their wider cultural, political, or social environment).
- Is able to read and understand the intent of writers' use of nuance and subtlety.
- Can discern relationships among sophisticated written materials in the context of broad experience.
- Can follow unpredictable turns of thought readily in, for example, editorial, conjectural, and literary texts in any subject matter area directed to the general reader.
- Can read essentially all materials in a special field, including official and professional documents and correspondence.
- Recognizes all professionally relevant vocabulary known to the educated non-professional native, although may have some difficulty with slang.
- Can read reasonably legible handwriting without difficulty.
- Is almost as accurate as a well-educated native reader.

Reading 4+

Nearly native ability to read and understand extremely difficult or abstract prose, a very wide variety of vocabulary, idioms, colloquialisms, and slang.

- Has strong sensitivity to and understanding of socio-linguistic and cultural references.
- Has little difficulty reading and writing that is not fully legible.
- Can "read beyond the lines" (i.e. understand the full ramifications of texts in their wider cultural, political, or social environment) nearly as well as a well-read or well-educated native reader.

Is nearly as accurate as a well-educated native reader, but not equivalent.

Reading 5: (Functionally Native Proficiency)

Reading proficiency is functionally equivalent to that of the well-educated native reader.

- Can read extremely difficult and abstract prose; for example, general legal and technical as well as highly colloquial writings.
- Is able to read literary texts, typically including contemporary avant-garde prose, poetry, and theatrical writing.
- Can read classical/archaic forms of literature with the same degree of facility as the well-educated, but non-specialist native.
- Reads and understands a variety of vocabulary and idioms, colloquialisms, slang, and pertinent cultural references.
- With varying degrees of difficulty, can read all kinds of handwritten documents.
- Is as accurate in comprehension as a well-educated native reader.

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

[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) <u>52.203-13</u> , Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C. 3509</u>)).
(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.)
X (4) 52.204-10, 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) 52.204-14, 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).
$\underline{\mathbf{X}}$ (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 <u>52.219-3</u> .
(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business
Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)

(15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4. __ (13) [Reserved] __ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644). __ (ii) Alternate I (Nov 2011). __ (iii) Alternate II (Nov 2011). (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). __ (ii) Alternate I (Oct 1995) of <u>52.219-7</u>. __ (iii) Alternate II (Mar 2004) of <u>52.219-7</u>. __ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)). __ (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)). __ (ii) Alternate I (Nov 2016) of 52.219-9. __ (iii) Alternate II (Nov 2016) of 52.219-9. __ (iv) Alternate III (Nov 2016) of 52.219-9. __ (v) Alternate IV (Nov 2016) of <u>52.219-9</u>. __ (18) <u>52.219-13</u>, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)). __ (19) <u>52.219-14</u>, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)). (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). (21) <u>52.219-27</u>, 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 Representation (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>U.S.C. 637(m)</u>. __ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755). (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) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212). __ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). __ (31) <u>52.222-37</u>, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212). (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). __ (ii) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> 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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016

through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

- __ (36) <u>52.222-60</u>, Paycheck Transparency (Executive Order 13673) (OCT 2016).
- __ (37)(i) <u>52.223-9</u>, Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) (<u>42 U.S.C. 6962(c)(3)(A)(ii)</u>). (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.)
- __ (38) <u>52.223-11</u>, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- __ (39) <u>52.223-12</u>, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- $_$ (40)(i) $\underline{52.223-13}$, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (Oct 2015) of 52.223-13.
- __ (41)(i) <u>52.223-14</u>, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (Jun 2014) of <u>52.223-14</u>.
- ___ (42) <u>52.223-15</u>, Energy Efficiency in Energy-Consuming Products (DEC 2007) (<u>42 U.S.C.</u> 8259b).
- $\underline{\hspace{0.5cm}}$ (43)(i) $\underline{\hspace{0.5cm}}$ 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>.
- __ (44) <u>52.223-18</u>, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
 - __ (45) <u>52.223-20</u>, Aerosols (Jun 2016) (E.O. 13693).
 - __ (46) <u>52.223-21</u>, Foams (Jun 2016) (E.O. 13693).
 - __ (47) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- __ (48)(i) <u>52.225-3</u>, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, <u>19 U.S.C. 3301</u> note, <u>19 U.S.C. 2112</u> note, <u>19 U.S.C. 3805</u> note, <u>19 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 52.225-3.
 - __ (iii) Alternate II (May 2014) of <u>52.225-3</u>.
 - __ (iv) Alternate III (May 2014) of <u>52.225-3</u>.
 - __ (49) <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).
- <u>X</u> (50) <u>52.225-13</u>, 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).
- ___(51) <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>).

- __ (52) <u>52.226-4</u>, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (<u>42 U.S.C. 5150</u>).
- ___(53) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (<u>42 U.S.C. 5150</u>).
- $\underline{\mathbf{X}}$ (54) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41 U.S.C.</u> <u>4505</u>, <u>10 U.S.C.</u> <u>2307(f)</u>).
- __ (55) <u>52.232-30</u>, Installment Payments for Commercial Items (Oct 1995) (<u>41 U.S.C. 4505</u>, <u>10 U.S.C. 2307(f)</u>).
- __ (56) <u>52.232-33</u>, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
- X (57) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - __ (58) <u>52.232-36</u>, Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>).
 - __ (59) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C. 552a</u>).
- __ (60)(i) <u>52.247-64</u>, 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 <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) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 2014) (<u>29 U.S.C.</u> <u>206</u> and <u>41 U.S.C. chapter 67</u>).
- __ (4) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- __ (5) <u>52.222-44</u>, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- ___ (6) <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).
- __ (7) <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>).
 - __ (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> U.S.C. 1792).
 - __(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 subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) <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.
- (iii) <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>.
 - (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
 - (v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
 - (vi) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015) (<u>38 U.S.C. 4212</u>).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (ix) <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.
 - (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627). Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O 13627).
- (xii) <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).
- (xiii) <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>).
 - (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
 - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) <u>52.222-59</u>, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

- (xviii) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (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> U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (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 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- 52.249- Termination for Convenience of the Government (Fixed-Price)

 (Apr 2012)

 52.252- Clauses Incorporated by Reference (Feb 1998)

(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 http://www.statebuy.state.gov 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)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **Sixty (60) months**.

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

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

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)

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

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

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule Continuation*; or,
- (b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet. (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 **one copy** 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). <u>Invoices can also be sent via email to KRCFical@state.gov</u>

SUBMISSION OF INVOICE: Contractor/vendor shall submit two invoices- Each invoice shall include invoice number, contract number, delivery order number, date issued, brief description of supplies/services provided, quantities, unit and total price, and signed by the signing authority. One copy clearly marked

DUPLICATE copy for GSO original submitted to FMO e-mail to undersigned KRCProct@state.gov

One original invoice to Karachi Fiscal Office, at address given below,

Plot 3-5, New TPX Area, Mai Kolachi Road – Karachi, Pakistan **Or e-mail** to: <u>KRCFical@state.gov</u> Please note: Mode of Payment - Net 30 will be commenced on the date of receipt of invoice in the US Consulate General, Fiscal Management Centre.

address	(c) Contractor Remittance Address. The Government will make payment to the contractor dress 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 (APR 2004)

(a) The U.S. Mission Pakistan observes the following days* as holidays, subject to change as announced annually before the calendar year:

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

Eid-ul-Azha (Pakistan) 2 days

9th & 10th Muharram (Pakistani) 2 days

Pakistan Day (Pakistani)

Eid I Milad un Nabi (Pakistani)

Labor Day (Pakistani)

Independence Day (Pakistani)

Eid ul Fitr (Pakistani) 2 days

- (b) When any such American holiday falls on a Saturday or Sunday, the following Friday or Monday is observed (Federal law 5U.S.C. 6103). 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.

^{*}Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(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 contractor's accounting policy.

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 Resource**, U.S. Consulate General, Karachi.

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. Summary of Instructions. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- 1. List of clients over the past <u>Three</u> years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in <u>Pakistan</u> then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

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

- 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.
- 6. The offeror's strategic plan for **Urdu Language Instructors to teach American personnel at U.S. Consulate General Karachi, Pakistan** 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 (JUL 2013)
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)
52.237-1	SITE VISIT/PRE-PROPOSAL CONFERENCE (APR 1984)

The pre-proposal conference will be held on April 24, 2018 at 1100Hrs at U.S. Consulate General, Karachi. Prospective offerors/quoters should contact Procurement/Contracting Unit at KRCProc@state.gov

information or to arrange entry to the building not later than April 18, 2018 by 1200Hrs at the above email addresses.

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 <u>cat@state.gov</u>.
- (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, __[insert name]__, at __[insert telephone and fax numbers]__. For an American Consulate 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; Need to submit at least 3 years financial statements independently verified.
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments; Need to include list of all active contracts and performance agreements
 - Satisfactory record of integrity and business ethics; Need to provide a list of 3-5 business references with contact information
 - Necessary organization, experience, and skills or the ability to obtain them; Need to describe in your technical proposal your managerial and organizational structure and key personnel. and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations. The contractor should be well recognized in terms of providing quality services and trusted as an employer investing in staff development. They should be able to furnish quality evidence related to teaching experience e.g. Reviews in publications, professional development opportunities availed by its instructors such as conferences, workshops, further course and reading scholarly articles related to foreign language teaching.
 - Contractor shall provide the Urdu language course curriculum they utilize to impart the Urdu Language teaching. Sample assessment test and quality control checklist are to be included as well.
 - Technically qualified offerors will be required to deliver a 15-20 min demonstration lesson as per below scenario "You are required to give a demonstration lesson to a group of 4-8 American beginner level students. Imagine you are meeting your students for the first lesson of a ten-week course and prepare an introductory lesson, not to exceed 15-20 minutes. They will be required to provide examples of how they have integrated technology into foreign language instructions

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

Attachment 1

52.212-3 Offeror Representations and Certifications-Commercial Items.(JAN 2017)(DEVIATION 2017-01)

As prescribed in 12.30l(b)(2), insert the following provision:

0FFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JAN 2017)(DEVIATION 2017-01)

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) Web site 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 pmi 127. Itautomatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) <u>Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.</u>

<u>Highest-level owner</u> 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.

<u>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).</u>

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.

<u>Predecessor</u> 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) <u>Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;</u>

- (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 oflran; 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.

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.

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.

<u>Women-owned business concern</u> 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 (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM]

- (c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
- (1) Small business concern. The offeror represents as part of its offer that it o is, o is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern inparagraph (c)(l) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern inparagraph (c)(l) of this provision.} The offeror represents that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern inparagraph (c)(l) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.
- (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-
- (i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:

 .] Each WOSB concern eligible under the WOSB program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

- (7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-
- (i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in para!:rraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:

 .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern inparagraph (c)(1) of this provision.] The offeror represents that it o is, a women owned business concern.
- (9) <u>Tie bid priority for labor surplus area concerns</u>. Ifthis is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (10) <u>HUBZone small business concern</u>. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

- (i) <u>Ito is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and</u>
- (ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:

 .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
 - (d) Representations required to implement provisions of Executive Order 11246-
 - (1) Previous contracts and compliance. The offeror represents that-
- (i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It o has, o has not filed all required compliance reports.
 - (2) Affirmative Action Compliance. The offeror represents that-
- (i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
 - (e) Certification Regarding Payments to Influence Federal Transactions (31 USC
- 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. Ifany 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) <u>Buy American Certificate</u>. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."
 - (2) Foreign End

<u>Products: Line Item No.:</u> Country of Origin:

(List as necessary)

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(l) 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)(l)(ii) or (g)(l)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "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)(l)(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) <u>Buy American-Free Trade Agreements Israeli Trade Act Certificate</u>, <u>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:</u>

(g)(l)(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 IfAlternate 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)(l)(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.

\$(List as necessary)

(g)(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III If Alternate III 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)(l)(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.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".
 - (ii) The offeror shall list as other end products those end products that are not U.S.-made or

designated country end products.

Other End Products:

Line item No.	Country of origin	
[List as necessary]		

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of
- U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-
- (1) <u>o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;</u>
- (2) o Have, o 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) o Are, o 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) <u>Have,o</u> 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) <u>The tax liability is finally determined</u> 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 inparagraph (i)(l) 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.]

- o (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.
- o (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.

- <u>U) Place of manufacture.</u> (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-
- (1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) o Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate ifparagraph (k)(I) or (k)(I) applies.]
- (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o 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.
- (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o 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)(l) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (1) Taxpayer Identification Number (JIN) (26 US C 6109, 31 US 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 (JIN).				
d TIN:				
o TIN has been applied for.				
o TIN is not required because:				
o 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;				
o Offeror is an agency or instrumentality of a foreign government;				
o Offeror is an agency or instrumentality of the Federal Government.				
(4) Type of organization.				
o <u>Sole</u>				
proprietorship; o				
Partnership;				
o Corporate entity (not tax-				
exempt); o Corporate entity (tax-				
exempt);				

o Government entity (Federal, State, or

local); o Foreign government;

- o <u>International organization per 26 CFR 1.6049-</u>
- 4; o Other
- (5) Common parent.
- o Offeror is not owned or controlled by a common

parent; o 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) <u>Prohibition on Contracting with Inverted Domestic Corporations</u>. (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 o is, o is not an inverted domestic corporation; and
 - (ii) It o is, o 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 email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (2) <u>Representation and certifications</u>. 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 oflran;

- (ii) <u>Certifies that the offeror, or any person owned or controlled by the offeror, does</u> <u>not engage in any activities for which sanctions may be imposed under section 5 of the</u> 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) <u>Ownership or Control of Offeror</u>. (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 D has or D 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: D Yes or D 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 no 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) <u>Predecessor of Offeror</u>. (Applies in all solicitations that include the provision at 52.204- 16, Commercial and Government Entity Code Reporting.)
- (1) The Offeror represents that it D is or D 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 busing	iess 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) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site 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 Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
 - (iii) A publicly accessible Web site includes the Offeror's own Web site 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 Web site(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) <u>Representation</u>. 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)

Alternate I (OCT 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(1) to the basic provision:

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

Black American.

_Hispanic American.

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

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

<u>Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).</u>

_Individual/concern, other than one of the preceding.

(End of provision)