

## Embassy of the United States of America Moscow, Russia

November 3, 2017

To: Prospective Offerors

Subject: Request for Quotations (RFQ) Number: 19RS5018Q0005

**Travel Insurance for Locally Engaged Staff** 

The Embassy of the United States of America in Moscow is soliciting quotations for a qualified contractor to provide Travel Insurance for Foreign Service Nationals (Locally Engaged Staff) employees in US Embassy Moscow and US Consulates General in Saint Petersburg, Yekaterinburg and Vladivostok during their official travel.

Quotations are due <u>on or before 4:00PM Moscow time on November 29, 2017</u> and must be hand-delivered to the following address:

Attention: Contracting Officer Embassy of the United States of America Bolshoy Devyatinsky Pereulok, 8 Moscow, Russian Federation 121099

The offerors should notify the contact listed in Block 7.A of Standard Form 1449 on page 3 of this solicitation to arrange receipt of the offer.

All quotes are to be submitted in a sealed envelope addressed to the Contracting Officer and marked "Quotation 19RS5018Q0005 Enclosed." Late quotes will NOT be accepted and will be considered non-responsive. Quotes submitted electronically (e-mail) will NOT be accepted.

A pre-proposal conference for this project is scheduled for <u>11:00 AM Moscow time on November 22</u>, <u>2017</u> at the Embassy address listed above. All interested offerors are invited to attend and must request access at least 24 hours in advance.

Sincerely,

Myron V. Hírníak

Myron V. Hirniak Contracting Officer

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E. SOLICITATION/CONTRACT/ORDER FOR COMM ITEMS  OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				MERCI.	AL 1. REQUISITION NUMBER 19RS5018Q0005 PAGE 3 OF 58			8		
2. CONTRACT NO.		OCKS 12, 17, 23, 24, & 3. AWARD/EFFECTIVE DATE		DER NUMBEI	₹		5. SOLICITATION NUMBER PR6851126		6. SOLICITATION ISSUE DATE 11/3/2017	
7. FOR SOLICITATION INFORMATION CAL	<b>'</b>	a. NAME Yulia Mukhina			b. TELEPHONE NUMBER(No collect calls) +7(495)728-5000 x5233			Ì	TIME	DUE DATE/ LOCAL  1 – 11/29/2017
9. ISSUED BY		CODE	19RS50	-	ACQUISITION I	S		TRICTED OR EN-OWNED SMA	_	ET ASIDE: % FOR:
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Contracting Officer Embassy of the United States Moscow Bolshoy Devyatinsky Pereulo Moscow, Russian Federation	ok, 8	in		Bolshoy Dev	Officer the United States yatinsky Pereulok ssian Federation,	ι, 8	in Moscow			
17a. CONTRACTOR/ OFFERER	CODE	FACILIT CODE	Ϋ́	18a. PAYMI	ENT WILL BE MA	ADE BY				CODE 19RS50
TELEPHONE NO.				Embassy of Bolshoy Dev Moscow, Ru	anagement Center the United States yatinsky Pereulok ssian Federation,	of America x, 8 121099		BLOCK 18a UNL	Egg DI OCK	
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25. ACCOUNTING AND AP		r Attach Additional Sheets as ON DATA	Necessarv)				26.	TOTAL AWARD	AMOUNT	(For Govt. Use Only)
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27b.CONTRACT/PURCHAS	SE ORDER I	NCORPORATES BY REFER	ENCE FAR 52.212-4	4. FAR 52.212-	5 IS ATTACHED.	ADDENDA	A		ARE 2	X ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 CO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEN FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEET TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			MS SET	SET YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR				NY ADDITIONS OR		
30a. SIGNATURE OF OFFER	ROR/CONT	RACTOR			31a. UNITED S	TATES OF A	AMERICA	(SIGNATURE OF	CONTRACTI	NG OFFICER)
30b. NAME AND TITLE OF	SIGNER (7	'ype or print)	30c. DATE SIGNE	ED	31b. NAME OF CONTRACTING OFFICER (Type or print)  31c. DATE SIGNED			DATE SIGNED		

19. ITEM NO.		2: SCHEDULE OF SU		RVICES			21. QUANTITY	22. UNIT	U	23. INIT PRICE		24. AMOUNT
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STANDARD FORM 1449 (REV. 2/2012) BACK

## SECTION 1 - THE SCHEDULE CONTINUATION TO SF-1449, RFQ NUMBER **19RS5018Q0005**

## PRICES, <u>BLOCK 23</u>

## INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT

#### 1. PERFORMANCE WORK STATEMENT

The Contractor shall provide Travel Insurance for Foreign Service Nationals (Locally Engaged Staff) employees in US Embassy Moscow and US Consulates General in Saint Petersburg, Yekaterinburg and Vladivostok during their official travel. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the total fixed price for the service after all the services described in this solicitation have been satisfactorily performed.

## 2. TYPE OF CONTRACT AND CONTRACT TERM

This is an indefinite-delivery, indefinite-quantity, type contract with firm-fixed rates.

- (a) Orders will be placed by the firm-fixed task orders.
- (b) Individual purchases shall be documented with a task order, see Attachment 1.
- (c) The contract will be for a one-year period from the date stated in the Notice to Proceed, with four one-year renewal option to be exercised at the sole discretion of the Government.

## 3. PERIOD OF PERFORMANCE

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

#### 4. PRICING

- (a) For satisfactory performance of all the services required under this contract, the Government shall pay the Contractor a fixed-price per unit of service.
- (b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.
- (c) OFFERS AND PAYMENT IN US DOLLARS U.S. firms are eligible to be paid in U.S.

Dollars. U.S. Firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

FOREIGN FIRMS – Any firm, which is not a U.S. firm, is a Foreign Firm. Foreign Firms are allowed to submit their quotes in U.S. Dollars. If a Foreign firm quoted its prices in local currency, the Government shall make payment in local currency. If a Foreign Firm quoted its prices in U.S. Dollars and did not possess a license to receive payments in U.S. Dollars, the Government shall make payments in local currency (Russian Rubles) in accordance with the Central Bank of Russia official exchange rate on the day the payment is processed by the Financial Management Office of the U.S. Embassy Moscow.

(d) The rates below shall include all direct and indirect costs, insurance, overhead, and profit. The prices include all expenses and materials required to complete the work. Payments shall be limited to actual services performed. No claim for any additional compensation shall be considered, unless it has been authorized by the Government in writing in advance. The Government shall not be responsible for any work performed which is not specifically provided for under the terms of this contract or authorized by the Government in writing in advance.

## (e) VALUE ADDED TAX

The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in the price breakdown below.

## (f) Price Schedule

I. The fir	I. The firm fixed price for the <b>Base Year</b> of the contract is:							
CLIN	Description	Price per day, RUB/\$	Estimated number of travel days per year	Total, RUB/\$				
	Fixed Price for Travel Insurance for	•	·	,				
	foreign travel of FSN employees –							
1	age group 18 - 64		400					
	Fixed Price for Travel Insurance for							
	foreign travel of FSN employees –							
2	age group - over 65		30					
	Fixed Price for Travel Insurance for travel within Russia of FSN							
3	employees - age group – 18 - 64		100					
	Fixed Price for Travel Insurance for travel within Russia of FSN							
4	employees - age group – 65 - 69		10					

	Fixed Price for Travel Insurance for		
	travel within Russia of FSN		
5	employees - age group – 70 - 74	5	
	Fixed Price for Travel Insurance for		
	travel within Russia of FSN		
6	employees - age group – 75 - 79	5	
		Total, RUB/\$	
B. VAT,			
C. GRA	ND TOTAL for Base Year = A+B, RUE	3/\$	

<sup>\*</sup>Rates for employees over 80 years old traveling within Russia will be negotiated with the insurance company on a "case by case" basis.

## Minimum and maximum amounts for the BASE YEAR of the contract:

#### Minimum:

- The Government shall place orders totaling a minimum of 20 insurance days for travel within Russia.
- The Government shall place orders totaling a minimum of 80 insurance days for foreign travel.

This reflects the contract minimums for this period of performance.

II. The fi	II. The firm fixed price for the <b>Option Year ONE</b> of the contract is:							
CLIN	Description	Price per day, RUB/\$	Estimated number of travel days per year	Total, RUB/\$				
	Fixed Price for Travel Insurance for							
	foreign travel of FSN employees –							
1	age group 18 - 64		400					
	Fixed Price for Travel Insurance for							
	foreign travel of FSN employees –							
2	age group - over 65		30					
	Fixed Price for Travel Insurance for							
	travel within Russia of FSN							
3	employees - age group – 18 - 64		100					
	Fixed Price for Travel Insurance for							
4	travel within Russia of FSN		10					

	employees - age group – 65 - 69		
	Fixed Price for Travel Insurance for		
	travel within Russia of FSN		
5	employees - age group – 70 - 74	5	
	Fixed Price for Travel Insurance for		
	travel within Russia of FSN		
6	employees - age group – 75 - 79	5	
		TE ( I DITE ()	
		Total, RUB/\$	
B. VAT	, RUB/\$		
C. GRA	AND TOTAL for Option Year ONE = A+B, RU	JB/\$	

<sup>\*</sup>Rates for employees over 80 years old traveling within Russia will be negotiated with the insurance company on a "case by case" basis.

## Minimum and maximum amounts for the OPTION YEAR ONE of the contract:

#### Minimum:

- The Government shall place orders totaling a minimum of 20 insurance days for travel within Russia.
- The Government shall place orders totaling a minimum of 80 insurance days for foreign travel.

This reflects the contract minimums for this period of performance.

III. The f	III. The firm fixed price for the <b>Option Year TWO</b> of the contract is:							
CLIN		Price per	Estimated number of travel days per	T 4 I DUD (A				
CLIN	<b>Description</b>	day, RUB/\$	year	Total, RUB/\$				
	Fixed Price for Travel Insurance for							
	<b>foreign travel</b> of FSN employees –							
1	age group 18 - 64		400					
	Fixed Price for Travel Insurance for							
	<b>foreign travel</b> of FSN employees –							
2	age group - over 65		30					
	Fixed Price for Travel Insurance for							
	travel within Russia of FSN							
3	employees - age group – 18 - 64		100					

	Fixed Price for Travel Insurance for			
	travel within Russia of FSN			
4	employees - age group – 65 - 69		10	
	Fixed Price for Travel Insurance for			
	travel within Russia of FSN			
5	employees - age group – 70 - 74		5	
	Fixed Price for Travel Insurance for			
	travel within Russia of FSN			
6	employees - age group – 75 - 79		5	
			Total, RUB/\$	
				_
B. VAT	Γ, RUB/\$			
C. GRA	AND TOTAL for Option Year TWO = A	+B, RUB/\$		
*D /	C 1 00 11, 1'	::1 : D : :1	1.1	

<sup>\*</sup>Rates for employees over 80 years old traveling within Russia will be negotiated with the insurance company on a "case by case" basis.

## Minimum and maximum amounts for the OPTION YEAR TWO of the contract:

## Minimum:

- The Government shall place orders totaling a minimum of 20 insurance days for travel within Russia.
- The Government shall place orders totaling a minimum of 80 insurance days for foreign travel.

This reflects the contract minimums for this period of performance.

IV. The f	IV. The firm fixed price for the <b>Option Year THREE</b> of the contract is:							
		Price per	Estimated number of travel days per					
CLIN	Description	day, RUB/\$	year	Total, RUB/\$				
	Fixed Price for Travel Insurance for							
	<b>foreign travel</b> of FSN employees –							
1	age group 18 - 64		400					
	Fixed Price for Travel Insurance for							
	<b>foreign travel</b> of FSN employees –							
2	age group - over 65		30					
	Fixed Price for Travel Insurance for							
3	travel within Russia of FSN		100					

oyees - age group – 18 - 64					
Price for Travel Insurance for					
within Russia of FSN					
oyees - age group – 65 - 69	10				
Price for Travel Insurance for					
within Russia of FSN					
oyees - age group – 70 - 74	5				
Price for Travel Insurance for					
within Russia of FSN					
oyees - age group – 75 - 79	5				
	Total, RUB/\$				
B. VAT, RUB/\$					
OTAL for Option Year THREE =	= <b>A+B</b> , <b>RUB</b> /\$				
	Price for Travel Insurance for within Russia of FSN byees - age group - 65 - 69 Price for Travel Insurance for within Russia of FSN byees - age group - 70 - 74 Price for Travel Insurance for within Russia of FSN byees - age group - 75 - 79	Price for Travel Insurance for  within Russia of FSN  oyees - age group - 65 - 69  Price for Travel Insurance for  within Russia of FSN  oyees - age group - 70 - 74  Price for Travel Insurance for  within Russia of FSN  oyees - age group - 75 - 79  Total, RUB/\$			

<sup>\*</sup>Rates for employees over 80 years old traveling within Russia will be negotiated with the insurance company on a "case by case" basis.

## Minimum and maximum amounts for the OPTION YEAR THREE of the contract:

#### Minimum:

- The Government shall place orders totaling a minimum of 20 insurance days for travel within Russia.
- The Government shall place orders totaling a minimum of 80 insurance days for foreign travel.

This reflects the contract minimums for this period of performance.

V. The fi	V. The firm fixed price for the <b>Option Year FOUR</b> of the contract is:								
		Price per	Estimated number of travel days per						
CLIN	Description	day, RUB/\$	year	Total, RUB/\$					
	Fixed Price for Travel Insurance for								
	foreign travel of FSN employees –								
1	age group 18 - 64		400						
	Fixed Price for Travel Insurance for								
	foreign travel of FSN employees –								
2	age group - over 65		30						

	Fixed Price for Travel Insurance for					
	travel within Russia of FSN					
3	employees - age group – 18 - 64	100				
	Fixed Price for Travel Insurance for					
	travel within Russia of FSN					
4	employees - age group – 65 - 69	10				
	Fixed Price for Travel Insurance for					
	travel within Russia of FSN					
5	employees - age group – 70 - 74	5				
	Fixed Price for Travel Insurance for					
	travel within Russia of FSN					
6	employees - age group – 75 - 79	5				
		Total, RUB/\$				
B. VAT	C, RUB/\$					
C. GRA	. GRAND TOTAL for Option Year FOUR = A+B, RUB/\$					

<sup>\*</sup>Rates for employees over 80 years old traveling within Russia will be negotiated with the insurance company on a "case by case" basis.

Minimum and maximum amounts for the OPTION YEAR FOUR of the contract:

#### Minimum:

- The Government shall place orders totaling a minimum of 20 insurance days for travel within Russia.
- The Government shall place orders totaling a minimum of 80 insurance days for foreign travel.

This reflects the contract minimums for this period of performance.

VI. Grand Total of Base and All Option Years	Price, RUB/\$
Base Year Total (excluding VAT)	
Option Year 1 Total (excluding VAT)	
Option Year 2 Total (excluding VAT)	
Option Year 3 Total (excluding VAT)	
Option Year 4 Total (excluding VAT)	
VAT, RUB/\$	
GRAND TOTAL- BASE AND ALL OPTION YEARS (INCLUDING VAT)	

## CONTINUATION TO SF-1449, RFQ NUMBER **19RS5018Q0005** SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## 1. SCOPE OF WORK

The character and scope of the work are set forth in the contract.

The Contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work in this contract.

## 1.1 BACKGROUND

The Embassy of the United States of America in Moscow (hereinafter referred to as the "Policyholder") has a requirement to perform the following services: Travel Insurance for FSNs (Foreign Service Nationals - Locally Engaged Staff) employed in US Embassy Moscow and US Consulates General in Saint Petersburg, Yekaterinburg and Vladivostok during official travel.

## 1.2 SUBJECT OF INSURANCE

- **1.2.1** Under business travel insurance, the Insurer arranges for:
  - A. **MEDICAL EXPENSE** insurance, where the subject of insurance includes:
    - a) assistance services abroad and within Russian Federation. The health insurance program must include but not limited to: outpatient services, hospitalization, limited dental assistance and emergency transportation
    - b) medical expenses abroad and within Russian Federation
    - c) cost of transportation of medicines
  - B. **ACCIDENT** insurance, where the subject of insurance includes:
    - a) accidental death,
    - b) permanent consequences of an accident

## C. COVERAGE

- a) Worldwide including Russian Federation
- b) The annual coverage amount is \$50,000

#### 1.3 INSURED PERSONS

**1.3.1** Insured persons are employees of the US Embassy and US Consulates General in Russian Federation during official travel abroad and within Russian Federation.

## 1.4. INSURER'S RESPONSIBILITIES

- **1.4.1** The Insurer must advise an employee appointed by the Policyholder who will be responsible for executing the Insurance Contract (recording-keeping of the documents serving as proof of insurance, reporting of foreign travel, payment of premiums to the Insurer, etc.) of the steps to be taken when an accident or sudden illness abroad occurs.
- **1.4.2** The Insurer must issue the requested number of documents serving as proof of insurance (hereinafter referred to as "insurance cards/insurance certificates") and update their contents, including instructions for the insured persons.
- **1.4.3** The Insurer shall not be liable for any damage incurred in connection with the use of an invalid insurance card/insurance certificate.

#### 1.5 POLICYHOLDER'S RESPONSIBILITIES:

- **1.5.1** The Policyholder must advise the insured persons of the type and scope of the insurance and the steps to be taken when an insured event occurs and provide them with the insurance card/insurance certificate before travel.
- **1.5.2** The Policyholder must administer all insurance cards appropriately so as to prevent misuse
  - thereof and cover any damage to the Insurer in case of misuse of an insurance card/certificate.

#### 1.6 PAYMENT SCHEDULE

- **1.6.1** The premiums are periodical and paid during an annual period of insurance, case by case under Task Orders.
- **1.6.2** The amount of the Task Order shall be determined according to the number of insured persons and the actual duration of their official travel. The amount of premiums per person and day depends on:
  - (a) the scope of coverage chosen
  - (b) territorial coverage of the policy
  - (c) the risk group agreed

#### 1.7 <u>DELIVERABLE SCHEDULE</u>

- **1.7.1**. No services shall be commenced without the CO approval.
- **1.7.2**. The Contractor shall be required to commence work under this contract within **2** (**TWO**) **days** after the date the Contractor receives the Notice to Proceed.

- **1.7.3** Contractor shall start to provide services as soon as all necessary documents and lists of insured employees are received.
- **1.7.4** The Contractor shall provide Travel Health Insurance certificates within **3** (**THREE**) days after receipt of the Task Order.
- **1.7.5** The following items shall be delivered under this contract:

Description	Quantity	Delivery To	Date
652.242-73 (a) (2)			Prior to beginning work on this
Licenses	1	COR	Contract

## 1.8. CONTRACTOR PERSONNEL

- **1.8.1** The Contractor shall provide personnel as needed to complete the services that meet the technical requirements in this Scope of Work.
- **1.8.2** The contractor shall insure that all personnel employed in the performance of the contract are qualified and possess the necessary licenses required. Their credentials shall prove their qualifications with required licenses etc.

## 1.9. SPECIAL CONTRACT REQUIREMENTS

- **1.9.1** <u>Security</u>. On occasion, a Contractor employee may require entry into U.S. Government-owned or operated facilities. If so, the Contractor should be prepared to provide the necessary identification to permit escorted access within that facility.
- **1.9.2** <u>Standards of Conduct</u>. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee is expected to adhere to standards that reflect credit on themselves, their employer, and the United States Government.

END OF STATEMENT OF WORK

## 2.0 PACKAGING AND MARKING

Mark all correspondence delivered to the US Embassy Moscow as follows:

Embassy of the United States of America Bolshoy Devyatinsky Pereulok, 8 Moscow, Russian Federation 121099 RFQ# 19RS5018Q0005/GSO Contracting

## 3.0 INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed is being performed in a satisfactory manner, and that all services are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

## 4.0 MANAGEMENT AND SUPERVISION

- 4.1 The Contractor shall designate a representative who shall be responsible for coordinating Travel Insurance for Foreign Service Nationals (Locally Engaged Staff) at all times. This representative shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff.
- **4.2** The Contractor shall maintain monthly records of total insured personnel.
- **4.3** The Contractor shall be responsible for quality control.

## 5.0 LAWS AND REGULATIONS

- 5.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.
- 5.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

## 6.0 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 Para	Performance Threshold
Services. Performs all Health Insurance services for LES official foreign travel set forth in the scope of work.	2.0 thru 2.9.3	All required services are performed and no more than (3) three customer complaints are received per the performance period.

- **6.1** <u>SURVEILLANCE</u>. 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.
- 6.2 <u>STANDARD</u>. The performance standard is that the Government receives no more than three (3) customer complaints per performance period. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

## **6.3** PROCEDURES.

- 6.3.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- 6.3.2 The COR will complete appropriate documentation to record the complaint.
- 6.3.3 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.
- 6.3.4 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.

- 6.3.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- 6.3.6 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.
- 6.3.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.
- 6.3.8 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.

#### 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) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (<u>19 U.S.C. 3805 note</u>)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- \_X\_ (1) <u>52.203-6</u>, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (<u>41 U.S.C. 4704</u> and <u>10 U.S.C. 2402</u>).
- \_\_ (2) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C.</u> 3509)).
- \_\_ (3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_ (4) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).
  - \_\_ (5) [Reserved].
- \_\_ (6) <u>52.204-14</u>, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_ (7) <u>52.204-15</u>, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_ (8) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- \_X\_ (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) <u>52.219-3</u>, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (<u>15</u> U.S.C. 657a).
  - \_\_ (ii) Alternate I (Nov 2011) of <u>52.219-3</u>.

\_\_ (12)(i) 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) <u>52.219-6</u>, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644). \_\_ (ii) Alternate I (Nov 2011). \_\_ (iii) Alternate II (Nov 2011). \_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). \_\_ (ii) Alternate I (Oct 1995) of 52.219-7. \_\_ (iii) Alternate II (Mar 2004) of 52.219-7. (16) <u>52.219-8</u>, 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 <u>52.219-9</u>. \_\_ (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>52.2</u>19-9. \_\_ (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) (<u>15 U.S.C. 637(a)(14)</u>). (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). \_X\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126). (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). \_\_ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246). \_\_(29) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212). \_\_ (30) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212). (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter

78 and E.O. 13627).

\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) \_\_ (35) <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 (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) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) \_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693). \_\_ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514). \_\_ (ii) Alternate I (Oct 2015) of 52.223-13. (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514). \_\_ (ii) Alternate I (Jun 2014) of 52.223-14. (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42) U.S.C. 8259b). \_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514). \_\_ (ii) Alternate I (Jun 2014) of <u>52.223-16</u>. (44) 52.223-18, 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) <u>52.225-1</u>, Buy American—Supplies (May 2014) (<u>41</u> U.S.C. chapter 83). (48)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. \_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_ (iii) Alternate II (May 2014) of 52.225-3.

- \_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_ (49) <u>52.225-5</u>, Trade Agreements (OCT 2016) (<u>19 U.S.C. 2501</u>, et seq., <u>19 U.S.C.</u> 3301note).
- \_X\_ (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.</u> <u>5150</u>).
- \_\_(53) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_ (54) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41</u> U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_ (55) <u>52.232-30</u>, Installment Payments for Commercial Items (Oct 1995) (<u>41 U.S.C.</u> <u>4505</u>, <u>10 U.S.C.</u> 2307(f)).
- \_\_ (56) <u>52.232-33</u>, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_ (57) <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
  - \_\_ (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 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - \_\_(1) 52.222-17, Non displacement 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) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_ (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) (41 U.S.C. chapter 67).
  - \_\_\_(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) (42 U.S.C. 1792).
- \_\_(11) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C.</u> <u>5112(p)(1)</u>).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at <u>52.215-2</u>, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR <u>subpart 4.7</u>, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C.</u> 3509).
- (ii) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C.</u> <u>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>, Non displacement 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) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
  - (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29 U.S.C.</u> 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 <u>52.222-40</u>.
  - (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- X(xi) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter</u> 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (<u>22 U.S.C. chapter</u> 78 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) <u>52.222-60</u>, 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) (42 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 <u>52.247-64</u>.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

# ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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 <a href="http://www.statebuy.state.gov/">http://www.statebuy.state.gov/</a>, to access 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 clauses are incorporated by reference:

CLAUSE	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)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3 2014	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) JUL

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
 52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

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

## 52.216-18 ORDERING (OCT 1995)\*

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

\*Applies to temporary additional services.

(End of clause)

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)\*

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount equivalent to 1 insurance day, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - (b) Maximum order. The Contractor is not obligated to honor-
  - (1) Any order for a single item in excess of the amount equivalent to 200 insurance days;
  - (2) Any order for a combination of items in excess of the amount equivalent to 200 insurance days; or
  - (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

\*Applies to temporary additional services.

(End of clause)

## 52.216-22 INDEFINITE QUANTITY (OCT 1995)\*

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

\*Applies to temporary additional services.

(End of clause)

## 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.

(End of clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 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.
- (a) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5** (**five**) years.

(End of clause)

## 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.

(End of clause)

The following DOSAR clause(s) is/are provided in full text:

# 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (MAY 2011)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at <a href="http://www.state.gov/m/ds/rls/rpt/c21664.htm">http://www.state.gov/m/ds/rls/rpt/c21664.htm</a>.

(End of clause)

## 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
- 3) Contractor personnel may not utilize Department of State logos or indicia on business cards.

# 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 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)

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

Attention: Financial Management Center Embassy of the United States of America Bolshoy Devyatinsky Pereulok, 8 Moscow, Russian Federation 121099

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

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

The Department of State observes the following days\* as holidays:

New Year's Day (American, Russian) Orthodox Christmas (Russian) Martin Luther King's Birthday (American) Washington's Birthday (American) Russian Army Day (Russian) International Women's Day (Russian) International Labor Day (Russian) Victory Day (Russian) Memorial Day (American) Independence Day (Russian, American) Labor Day (American) Columbus Day (American) Day of National Unity (Russian) Veterans Day (American) Thanksgiving Day (American) Christmas Day (American)

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

(End of clause)

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

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
  - (b) The COR for this contract is the GSO/TVU Travel Assistant. (End of clause)

# 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign

<sup>\*</sup>Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel:
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
  - (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
    - (1) Complying or agreeing to comply with requirements:
      - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
      - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

#### 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.

(End of clause)

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

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

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

(End of clause)

#### SECTION 3 – SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2017 is incorporated by reference (see SF-1449, Block 27A)

#### **ADDENDUM TO 52.212-1**

"(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for <u>90</u> calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation."

## SUMMARY OF INSTRUCTIONS

Late quotes will NOT be accepted and will be considered non-responsive. Quotes submitted electronically (e-mail) will be accepted.

## Each offer must consist of the following:

- 1. A completed solicitation, in which the SF-1449 cover page (Blocks 17, 23, 24, 30A-30C as appropriate), Section 1 and Section 5 have been filled out. Also, shall contain a completed pricing schedule in paragraph 3, Price Schedule under Section 1-The Schedule, continuation to SF-1449, block 23 (the rates are to be all inclusive). The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm]
- 2. Information demonstrating the offeror's/quoter's ability to perform, including:
  - a) Name of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;
  - b) Evidence that the offeror has an established, legal/incorporated business with a permanent address and telephone listing in Moscow or a surrounding city;
  - c) List of 5 clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in the Russian Federation, 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.

- d) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- e) 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.

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

# 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JAN 2017)

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:

<u>PROVISION</u>	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16 (JULY	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING 2016)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)

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

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

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

- (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.
  - (2) For all others, the Department of State Advocate for Competition at cat@state.gov.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Robert L. Kingman, at

070-3102213 . For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

#### SECTION 4 – EVALUATION FACTORS

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

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

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

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

#### 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions. (End of clause)

#### SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

# 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <a href="http://www.acquisition.gov">http://www.acquisition.gov</a>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (q) of this provision.

(a) Definitions. As used in this provision—

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

"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) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
  - (6) Have been voluntarily suspended.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in <u>38 U.S.C. 101(2)</u>, with a disability that is service-connected, as defined in <u>38 U.S.C. 101(16)</u>.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at <u>38</u> <u>U.S.C. 101(2)</u>) 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.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

- (b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.
- (2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <a href="http://www.acquisition.gov">http://www.acquisition.gov</a>. 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 (q) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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

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

- (c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
- (1) Small business concern. The offeror represents as part of its offer that it  $\Box$  is,  $\Box$  is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  $\Box$  is,  $\Box$  is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it 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 in paragraph (c)(1) of this provision.] The offeror represents, that it  $\Box$  is,  $\Box$  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  $\Box$  is,  $\Box$  is not a women-owned small business concern.
- (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—
- (i) It □ is,□ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It  $\Box$  is,  $\Box$  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—
- (i) It  $\Box$  is,  $\Box$  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:

  \_\_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate

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

signed copy of the EDWOSB representation.

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

- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—
- (i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It  $\Box$  is,  $\Box$  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
  - (d) Representations required to implement provisions of Executive Order 11246—
    - (1) Previous contracts and compliance. The offeror represents that—
- (i) It  $\Box$  has,  $\Box$  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
  - (ii) It  $\Box$  has,  $\Box$  has not filed all required compliance reports.
  - (2) Affirmative Action Compliance. The offeror represents that—
- (i) It  $\Box$  has developed and has on file,  $\Box$  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It  $\Box$  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) <u>52.225-1</u>, 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 Products:

Line Item No.	Country of Origin

#### [List as necessary]

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR <u>52.225-3</u>, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "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]
listed in paragrap "Buy American— foreign end produ domestic end pro- component test in	h (g)(1)(ii) of this provisio Free Trade Agreements— acts those end products maducts, i.e., an end product of paragraph (2) of the defin	ies that are foreign end products (other than those n) as defined in the clause of this solicitation entitled Israeli Trade Act." The offeror shall list as other nufactured in the United States that do not qualify as hat is not a COTS item and does not meet the ition of "domestic end product."
Other Foreign		
Line Item No.	Country of Origin	
	· <u></u>	
	[List	as necessary]
(iv) The C	Government will evaluate o	ffers in accordance with the policies and procedures
of FAR Part 25.		
Alternate I to the	· ·	nents—Israeli Trade Act Certificate, Alternate I. If included in this solicitation, substitute the following of the basic provision:
		ollowing supplies are Canadian end products as
		ntitled "Buy American—Free Trade Agreements—
Israeli Trade A		
Canadian End		
]	Line Item No.	

[List as necessary]

- (3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
  - (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

#### [List as necessary]

- (4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
  - (g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

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

Line Item No.	Country of Origin				

#### [List as necessary]

- (5) Trade Agreements Certificate. (Applies only if the clause at FAR <u>52.225-5</u>, 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.	<b>Country of Origin</b>

#### [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)  $\Box$  Are,  $\Box$  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3)  $\Box$  Are,  $\Box$  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4)  $\square$  Have,  $\square$  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
  - (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]
  - (1) Listed end products.

## **Listed End Product** Listed Countries of Origin

(i)(2)(ii) by checking the appropriate block.]

(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

- $\Box$  (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- □ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or

indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
- (1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
  - (2) □ Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
- $\Box$  (1) Maintenance, calibration, or repair of certain equipment as described in FAR <u>22.1003-4</u>(c)(1). The offeror  $\Box$  does  $\Box$  does not certify that—
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR <u>22.1003-4</u>(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- $\Box$  (2) Certain services as described in FAR <u>22.1003-4</u>(d)(1). The offeror  $\Box$  does  $\Box$  does not certify that—
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available

hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
  - (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(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.

offeror's Thy.
(3) Taxpayer Identification Number (TIN).
□ TIN:
☐ TIN has been applied for.
☐ TIN is not required because:
□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does no
have income effectively connected with the conduct of a trade or business in the United States
and does not have an office or place of business or a fiscal paying agent in the United States;
□ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
□ Sole proprietorship;
□ Partnership;
□ Corporate entity (not tax-exempt);
□ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);

□ Foreign government;
□ International organization per 26 CFR 1.6049-4;
□ Other
(5) Common parent.
□ Offeror is not owned or controlled by a common parent;
□ Name and TIN of common parent:
Name
TIN

- (m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
  - (n) Prohibition on Contracting with Inverted Domestic Corporations.
- (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at <u>9.108-2</u>(b) applies or the requirement is waived in accordance with the procedures at <u>9.108-4</u>.
  - (2) Representation. The Offeror represents that—
    - (i) It  $\Box$  is,  $\Box$  is not an inverted domestic corporation; and
    - (ii) It  $\square$  is,  $\square$  is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
- (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <a href="http://www.treasury.gov/ofac/downloads/t11sdn.pdf">http://www.treasury.gov/ofac/downloads/t11sdn.pdf</a>).
- (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., <u>52.212-3</u>(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.
- (1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
- (2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:
Immediate owner legal name:
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.
(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the
immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code:
Highest-level owner legal name:
(Do not use a "doing business as" name)
(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony

- (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
- (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—
- (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
  - (2) The Offeror represents that—

- (i) It is  $\Box$  is not  $\Box$  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is  $\Box$  is not  $\Box$  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Alternate I (Oct 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) 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).
Subcontinent Asian (Asian-Indian) American (persons with origins from India,
Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
ADDENDUM TO OFFEROR REPRESENTATIONS AND

# CERTIFICATIONSFAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

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

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

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

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

- (a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –
- (1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or
- (2) 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 has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

- (b) Offeror represents that—
- (1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) 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.

(End of provision)

### ATTACHMENT 1 Delivery/Task Order Sample

ORDER FOR SUPPLIES OR SERVICES							PAGE	OF	PAGES				
IMPORTANT: Mark all packages and papers with contract			and/c	or order number	rs.			1					
1. DATE OF ORDER 2. CONTRACT NO. (If any)			6. SHIP TO:										
			a. N	NAME OF CONSI	IGNE	E							
3. ORDER NO	).	4. REQUIS	ITION/	REFERENCE	h C	STREET ADDRES	20						
5. ISSUING C	OFFICE (A)	l ddress corre:	sponder	nce to)	D. 3	STREET ADDRES	33						
	(		,		c. C	CITY				d. S	STATE	e. ZIP CODE	
7. TO:	001170407	-00			f. SHIP VIA								
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c. STREET AD	DDRESS					se furnish the fo		_				bject to instruction	
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12. F.O.B. POINT 14. GOVERN			14. GOVERN	F.O.B. POI				10. DISC	COUNT TERIVIS				
13. PLACE OF	=												
a. INSPECTIO	DN b.	ACCEPTANO	CE										
17. SCHEDUL	.E <i>(See re</i>	verse for Rej	ections,	)									
					QUANTITY			UNIT		QUANTITY			
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CEE													
SEE 21. MAIL INVOICE TO: BILLING a. NAME									(Cont. pages)	•			
BILLING   a. NAME   INSTRUCTIO											pages)		
ON	b. STREE	ET ADDRESS	(or P.	O. Box)									
REVERSE											17(i)	+	
c. CITY d. STA			d. STA	TE e. ZIP CODE			CODE			GRAND			
22. UNITED STATES OF							23	NΔN	ЛЕ (Турес	<del>/</del> )		TOTAL	
AMERICA BY (Signature)											ORDERING	G OFFICER	

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347
Prescribed by GSA/FAR 48 CFR 53.213(f)

SUDDI EMENTAL INVOICING INFORMATION							
SUPPLEMENTAL INVOICING INFORMATION  If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$ No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.  RECEIVING REPORT  Quantity in the "Quantity Accepted" column on the face of this order has been: inspected, accepted, received by me and conforms to contract.							
1	PARTIA	been rejected for the	DATE RECEIVED	SIGN	IATURE OF AUTHO	RIZED U.S. GOV'T DATE	
l —	FINAL		DATE RECEIVED	Sidiv	ATORE OF AUTHO	KIZED 0.3. GOV I DATE	
TOTAL CONTAIN		GROSS WEIGHT	RECEIVED AT	TITL	E		
REPORT OF RE	EJECTIC	I DNS					
ITEM NO.		IES OR SERVICES		UNIT	QUANTITY	REASON FOR REJECTION	
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OPTIONAL FORM 347 BACK