

# Embassy of the United States of America Moscow, Russia

April 06, 2018

To: Prospective Offerors

Subject: Request for Quotations (RFQ) Number: 19RS5018Q0023

The Embassy Flowers Planting and Maintenance Project

The Embassy of the United States of America in Moscow is soliciting quotations for a qualified contractor to provide The Embassy Summer Flowers Planting and Maintenance Project at Moscow, Bolshoy Devyatinsky Pereulock, 8.

Quotations are due on or before 4:00PM Moscow time on April 23, 2018 at the following address:

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

Late quotes will NOT be accepted and will be considered non-responsive. All quotes are to be submitted in a sealed envelope and marked "Quotation Enclosed RFQ 19RS5018Q0023." Quotes submitted electronically (e-mail) will NOT be accepted.

A site visit for this project is scheduled for <u>11:00AM Moscow time on April 16, 2018</u> at the Embassy address listed above. All interested offerors are invited to attend.

Sincerely

Jason Haskins Contracting Officer

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER PR7210380		PAGE 3 OF 55				
		BLOCKS 12, 17, 23, 2								
2. CONTRACT NO	).	3. AWARD/EFFECTIVE DATE	4. ORI	DER NUMBE	R		5. SOLICITATION NUMBER 19RS5018Q0023		6. SOLICITATION 04/06/2018	N ISSUE DATE
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X 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN1 TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER AL SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL S SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			LL ITEMS		YOUI		N SOLICITATIO	OFFER DA N (BLOCK 5), INCL ORTH HEREIN, IS A	UDING ANY	
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# SECTION 1 - THE SCHEDULE CONTINUATION TO SF-1449, RFQ NUMBER **19RS5018-Q-0023** PRICES, <u>BLOCK 23</u>

#### 1. PRICES AND PERIOD OF PERFORMANCE

The Contractor shall perform gardening services, including furnishing all labor, material, equipment and services, for the U.S. Embassy Moscow. 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.

After contract award and submission of acceptable insurance certificates, the Contracting Officer (CO) 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.

Contractor shall complete the contract work within the period of May 25 – November 15, 2018. Any extensions of the work completion date must be authorized in advance of the contract completion date by the CO in writing.

#### 1.1 VALUE ADDED TAX

<u>VALUE ADDED TAX (VAT)</u>. The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in the price breakdown below.

No.	Description of Work	<b>Quoted Price</b>
	Firm fixed price for planting summer flowers	S
	<ul> <li>01. Forecourt flag pole flower beds</li> <li>02. Winter garden terrace flower planters</li> <li>03. Low and upper streets flower beds</li> <li>04. Balcony pots</li> <li>05. Fresh Top Soil</li> <li>06. Mineral Fertilizers</li> <li>07. Flower maintenance through season</li> </ul>	
	08. Autumn clean up	
	Total for services (01 - 08)	
	09. VAT	
	TOTAL PRICE	

## CONTINUATION TO SF-1449, RFQ NUMBER 19RS5018-Q-0023 SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### 2. 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. Contractor employees shall be on site only for contractual duties and not for other purposes.

#### 2.1 BACKGROUND

The Embassy of the United States of America in Moscow has a requirement to plant summer flowers into planters and residential balcony flower pots, maintain flowers throughout the term of the contract, and remove and dispose of all the flowers before the conclusion of the term of the contract. The location of the work site: Bolshoy Devyatinsky Pereulock, 8 Moscow, Russia 121099.

# 2.2 GENERAL REQUIREMENTS

- 2.2.1 All work and procedures shall be performed in conformity with the specifications and work requirements herein. All local and US work safety and health norms and standards apply to this contract.
- 2.2.3. All specifications and requirements are written in the statement of work and cannot be changed without the approval of the CO.
- 2.2.4. The Embassy reserves the right to inspect and test all the work under this contract at any time. If any of the work does not conform to the contract requirements and specifications, the Embassy may require the Contractor to perform the services again at no additional cost to the Embassy.
- 2.2.5. The Contractor is required to provide submittals on each material to be used on the contract for approval.
- 2.2.6. The Contractor is required to submit a proposal confirming that specified flower types will be provided. The proposal is to present a detailed work schedule, set forth date, time, contents of work, personnel and time line to completion in English for approval by the COR.
- 2.2.7. The contractor is obliged to participate at a site visit at a time designated by the Contracting Officer and inspect the work area in order to understand the existing conditions and work requirements.

#### 2.3 WORK SITE

- 2.3.1 The work site is the Chancery forecourt flag pole flower beds, Winter Garden terrace planters, lower and upper street flower beds, and balcony flower pots. Planting areas measurements are approximate. The exact measurement is subject to the independent measurements by the Contractor and verified by the COR.
- 2.3.2 Forecourt flag pole flower bed consists of an upper bed (26 square meters (sqm)) and a low bed (20 sqm). Total area: 46 sqm.
- 2.3.3. Winter Garden terrace flower planters consist of 4 square planters (21.5 sqm each) plus a narrow flower bed running along the shrubs (10 sqm). Each planter has a planting area of 5 meters  $\times$  4.3 meters with a framed central part (2.5  $\times$  2.5 m). Total area: 96 sqm.
- 2.3.4 Lower and upper street flower beds are 40 sqm wide and have length from 2.4 meters to 5.6 meters. Each flower bed has some perennial Hostas already planted. Lower street bed area is 41 sqm; Upper street planters are 31 sqm. Total area: 72 sqm.
- 2.3.5 Balcony pots (483 ea) are located on the lower and upper street balconies, hanging from balcony railings.
- 2.3.6 The Contractor may request a copy of project drawings and photos from the Contracting Officer.

#### 2.4 PLANTING REQUIREMENTS

- 2.4.1. All seedlings must be healthy and have uniform size and quality. The seedlings quality as well as fertilizers proposed by the Contractor shall be approved by the COR before Notice to Proceed is issued.
- 2.4.2. The Contracting Officer (CO) may at any time, by written order, make changes within the general scope. If such changes cause any increase in the amount due under this contract, or in the time required for its performance, the contract must be modified in writing.
- 2.4.3 No changes in the scope of performance, or changes which result in cost increases, shall be valid without the expressed advance written approval of the Contracting Officer.
- 2.4.4 The Contractor shall submit all required personal data about its employees for security name check.

#### 2.5 WORK SPECIFICATIONS

The Contractor is required to perform the following services:

# 2.5.1 FLOWER PLANTING

Prepare flower beds for planting:

- (a) Deliver and apply required amount of fresh soil into the planters to fill to the top. The Contractor is responsible to calculate the required quantity of additional soil during the site visit and include this cost and quantity in their proposal.
- (b) Deliver and apply mineral fertilizers. Type and quantity shall be determined by the Contractor during the site visit and included in their proposal.
- (c) Deliver and plant the flowers that are indicated in Table #1. Average density should be 60-70 p/m2. Density for balcony pots: 4 flowers per pot.

(d) Table # 1

Drawing #	Bed location	Type of flowers	Quantity	Comments
1	Forecourt flag pole upper bed	Petunia hibrida, 35-40 sm tall	26 SQM	Various red shades of color *
1	Forecourt flag pole lower bed	Petunia hibrida, 35-40 sm tall	20 SQM	Six equal sections of various blue and white shades of color* flowers as shown on the Drawing 1 (Drawing is available upon request)
2	Winter garden area. Planters #1,2,3,4 - framed central part (2.5 x 2.5 m)	Thuja occidentalis danica, 70-80 cm tall	4 ea	Area within the frame (2.5x 2.5 m) shall be filled with 5 cm thick wood chips coat, color "Chocolate".
2	Winter garden area. Planters 1 and 4 - outside of the framed central part	Tagetes Patula, 25-30 cm tall	30.5 SQM	Various orange shade of color*
2	Winter garden area. Planters 2 and 3 - outside of the framed central part	Tagetis Patula, 25-30 cm tall	30.5 SQM	Various yellow shade of color *
2	Winter garden area. Narrow bed flowers running along the shrubs	Tagetes Erecta, 35-40 cm tall	10 SQM	Mix of various orange and yellow shades of color * (50% each)
See picture	Lower street flower beds (40 cm wide and different length from	Tagetes tenuifolia, 20-35 cm tall	41 SQM	Mix of various orange and yellow shades of color* (50% each). Each bed is 40 cm wide

	2.4 m till 5.6 m for one bed)			and has different length from 2.4 m to 5.6 m. Flower beds have some perennial Hostas already planted.
See picture	Upper street flower beds. Each bed is 40 cm wide and has different length from 2.4 m till 5.6 m.	Tagetes tenuifolia, 20-35 cm tall	31SQM	Mix of various orange and yellow shades of color* (50% each. Each bed is 40 cm wide and has different length from 2.4 m till 5.6 m. Flower beds have some perennial Hostas already planted.
See picture	Balcony flower pots (25 cm diameter).	Surfinia	483 pots 121 pots of blue shade, 121 pots of pink shade, 121 pots of red shade and 120 pots of white shade of color.	Various blue, red, pink and white shades of color*. Since all pots will be hanged on the balcony pot holders, the contractor shall use any methods whatever available to keep moisture inside flower pots to protect flowers roots from and drying.

<sup>\*</sup> The Embassy accepts all shades of the requested colors as determined and provided by the Contractor.

2.5.2 The Embassy will provide flower pots. The Contractor shall pick them up from the Embassy and bring pots with flowers planted back to the Embassy. The Embassy employees will install them on the balconies.

## 2.6. FLOWER MAINTENANCE

- 2.6.1 Maintain flowers biweekly by weeding, fertilization and replacement of dead/dry flowers. Balcony pots shall be maintained 3 times every 2 weeks (Monday, Wednesday, and Friday).
- 2.6.2 Daily watering will be provided by the Embassy staff.

## 2.7. FALL CLEAN UP

2.7.1 Totally remove flowers from the flower beds and balcony pots by November 15, 2018.

#### 2.8 WORK SCHEDULE

2.8.1 This service shall be provided within the following periods:

Flower Planting: May 25, 2018 - June 15, 2018

Flower maintenance: June 15, 2018 – October 31, 2018

Clean up: November 01, 2018 – November 15, 2018

2.8.2 Normal work periods shall be 9:00 AM to 6:00 PM Monday through Friday. No work shall be performed on Saturday, Sunday or holiday except as approved by the Contracting Officer in advance and in writing.

#### 2.9 GUARANTY

- 2.9.1 Unless otherwise stipulated herein, the Contractor shall guarantee the Contractor's workmanship of the work completed under this contract for the period of May 25 November 15, 2018.
- 2.9.2 The Contractor shall guarantee the quality of flower planting stock delivered to the Embassy. During the guarantee period (May 25 October 31, 2018), the Contractor shall correct and/or repair, at no cost to the government, any damages and/or deficiencies that may be attributed to the materials and workmanship provided by the Contractor under this agreement. The Contractor shall provide all labor, materials and equipment, at their own expense, to perform the repair and/or correction. The repair and/or correction must be completed within 5 calendar days from receipt of a Notice of Damage(s).

#### **2.10. UTILITIES**

The Embassy will provide to the Contractor cold water at the work site at no cost to the Contractor during the work period. The cold water shall be utilized solely for the contracted work. Toilet facilities will also be provided by the Embassy.

#### 2.11. GOVERNMENT FURNISHED MATERIALS

- 2.11.1 The Embassy will provide flower pots. The Contractor shall pick them up from COR and bring pots back after the work is completed. The Embassy staff will install pots on the balconies.
- 2.11.2 Any other tools, materials, and equipment not listed in Section 2.11.1 but required to complete the work under this project, are Contractor's responsibility

## 2.12 CLEANUP OF WORK SITE

All debris produced during the work must be removed from work site by the Contractor on a daily basis outside of the Embassy Compound. Workers shall keep the immediate work area neat and clean. The Contractor is responsible for complying with all the local industrial waste disposal codes and regulations.

#### **2.13 SAFETY**

- 2.13.1. The contractor assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the contractor's personnel in the performance of the services required under this contract. The contractor's assumption of absolute liability is independent of any insurance policies.
- 2.13.2. The Contractor shall provide employees with and require the use of safety equipment, personal protective equipment and devices necessary to protect the employee. All workers who work at elevated levels must take all fall protection measures as described by local safety codes.
- 2.13.3. The Contractor shall immediately report each accident to the Contracting Officer's Representative.

#### 2.14. <u>DELIVERABLE SCHEDULE</u>

- 2.14.1. No work on site shall be commenced without the CO approval.
- 2.14.2. The Contractor shall be required to commence work under this contract within **10** (**TEN**) calendar days after the date the Contractor receives the Notice to Proceed.
- 2.14.3 The Contractor shall complete the contract work within the period of May 25 November 15, 2018. Any changes in the work schedule or extensions of the work completion date must be authorized by the CO in writing.

The following items shall be delivered under this contract:

Description	Quantity	Delivery To	Date
2.2 General Instructions	1	COR	3 days after award
2.2.6 Schedules	1	COR	Weekly
2.15 List of Personnel	1	COR	3 days after award
			Prior to beginning work on this
8.0. Evidence of Insurance	1	COR	Contract
			Prior to beginning work on this
2.15.2 Licenses and Permits	1	COR	Contract
7.0 Material Safety Data			
Sheets (MSDS) for mineral			Prior to beginning work on this
fertilizers used on site	1	COR	Contract

#### 2.15 CONTRACTOR PERSONNEL

General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The

Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government

- 2.15.1 The Contractor shall provide personnel as needed to complete the services that meet the technical requirements in this Scope of Work.
- 2.15.2 The contractor shall insure that all personnel employed in the performance of the contract are qualified and possess the necessary licenses required in their respective trades. The Contractor shall be qualified (with all safety and due diligence raining). Their credentials shall prove their qualifications with required licenses etc.
- 2.15.3 The contractor shall provide the following information about the personnel, including drivers, and vehicles who will be working on the Embassy territory, for a security office check:
  - full name and readable copy of passport for all tradesmen and supervisors;
  - make, model and license plate number for all trucks and vehicles.

This information must be provided before the contractor will be allowed access onto the Embassy grounds to perform any work.

While working on the compound the Contractor's employees will be escorted by an Embassy Security Escort. The ration is one escort for every six employees. All employees must be in the line of sight of the escort at all times. The Contractor must consider this restriction as he develops his execution plan.

#### Standard of Conduct

- 2.15.4 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- 2.15.5 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.
- 2.15.6 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- 2.15.7 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
  - falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records:

- unauthorized use of Government property, theft, vandalism, or immoral conduct;
  unethical or improper use of official authority or credentials;
- security violations; or organizing or participating in gambling in any form

# END OF STATEMENT OF WORK

#### 3.0 PACKAGING AND MARKING

Mark materials delivered to the site as follows:

Attention: RFQ#19RS5018-Q-0023 Embassy of the United States of America Bolshoy Devyatinsky Pereulok, 8 Moscow, Russian Federation 121099

## 4.0 <u>INSPECTION AND ACCEPTANCE</u>

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies 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.

## 4.1 SUBSTANTIAL COMPLETION

- 4.1.2 "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:
  - (1) do not interfere with the intended occupancy or utilization of the work, and
  - (2) can be completed or corrected within the time period required for final completion.
- 4.1.3 The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of

responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

## 4.2 FINAL COMPLETION AND ACCEPTANCE

- 4.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.
- 4.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.
- 4.2.3 <u>FINAL INSPECTION AND TESTS</u>. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.
- 4.2.4 <u>FINAL ACCEPTANCE</u>. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:
  - Satisfactory completion of all required tests,
  - A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
  - Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

## 5.0 MANAGEMENT AND SUPERVISION

- 5.1 The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor 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. The supervisor shall have supervision as his or her sole function.
- 5.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the

Contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

5.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

#### 6.0. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

## 7.0. MATERIALS AND EQUIPMENT

The Contractor shall provide all planting materials and equipment, including all seedlings, fresh soil, mineral fertilizers and ameliorates etc. to perform the work identified in this contract. All chemicals proposed to be used for this project are to be preapproved by the COR.

## 8.0 <u>INSURANCE</u>

#### **8.1** Amount of Insurance.

The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

**8.2 General Liability** (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS					
Per Occurrence	\$20,000				
Cumulative	\$100,000				
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS					
Per Occurrence	\$20,000				
Cumulative	\$100,000				

**8.3** The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or

customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

- **8.4** For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.
- **8.5** The Contractor agrees that the Government shall not be responsible for personal injuries for damages to:
  - a) any property of the Contractor,
  - b) its officers,
  - c) agents,
  - d) servants,
  - e) employees, or
  - f) any other person

arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

- **8.6** The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.
- 8.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract
- **8.8** Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of insurance prior to beginning work under this contract. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

## 9.0. LAWS AND REGULATIONS

9.1 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.

9.2 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.

## 10.0 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 gardening services set forth in the scope of work.	2 thru 2.15.7	All required services are performed and no more than one customer complaint is received per the performance period.

- **10.1** <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.
- 10.2 <u>STANDARD</u>. The performance standard is that the Government receives no more than one (1) customer complaint 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.

#### **10.3** PROCEDURES.

- 10.3.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- 10.3.2 The COR will complete appropriate documentation to record the complaint.
- 10.3.3 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.
- 10.3.4 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.

- 10.3.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- 10.3.6 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.
- 10.3.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.
- 10.3.8 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.

## 11.0 ADMINISTRATIVE DATA

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

11.1 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.

11.2 The COR for this contract is the **Facility Engineer**.

#### **11.3** <u>Payment</u>:

Invoice should be submitted to the following address:

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

Note: The Financial Management Center will receive invoice, log them in, and forward to the COR for review and approval.

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

#### **SECTION 2 CONTRACT CLAUSES**

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (MAY 2015), 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 (FEB 2016)

- (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:
- \_\_ (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> <u>3509</u>)).
- \_\_ (3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_ (4) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
  - \_\_ (5) [Reserved].
- \_\_ (6) <u>52.204-14</u>, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_ (7) <u>52.204-15</u>, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_ (8) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- \_\_ (9) <u>52.209-9</u>, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
  - \_\_(10) [Reserved].
- \_\_ (11)(i) <u>52.219-3</u>, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (<u>15</u> <u>U.S.C. 657a</u>).

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__ (ii) Alternate I (Nov 2011) of 52.219-3.
     __ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business
Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)
(15 U.S.C. 657a).
       __ (ii) Alternate I (JAN 2011) of 52.219-4.
    __(13) [Reserved]
     (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
       __ (ii) Alternate I (Nov 2011).
       (iii) Alternate II (Nov 2011).
     __ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C.
644).
       __ (ii) Alternate I (Oct 1995) of <u>52.219-7</u>.
       __ (iii) Alternate II (Mar 2004) of 52.219-7.
     (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2)
and (3)).
    __ (17)(i) <u>52.219-9</u>, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
       __ (ii) Alternate I (Oct 2001) of 52.219-9.
       __ (iii) Alternate II (Oct 2001) of <u>52.219-9</u>.
       (iv) Alternate III (Oct 2015) of 52.219-9.
    __ (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) <u>52.219-16</u>, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (<u>15 U.S.C.</u>
637(d)(4)(F)(i).
     (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside
(Nov 2011) (15 U.S.C. 657 f).
     (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15
U.S.C. 632(a)(2)).
     (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically
Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
     __ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small
Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15
U.S.C. 637(m)).
     __ (25) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755).
    (26) <u>52.222-19</u>, Child Labor—Cooperation with Authorities and Remedies (Feb 2016)
(E.O. 13126).
    (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
     __ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
    (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
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\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). \_\_ (31) <u>52.222-37</u>, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212). (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). \_\_ (33)(i) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). \_\_ (ii) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O. 13627). \_\_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) \_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) \_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) \_\_ (36)(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. \_\_ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514). \_\_ (ii) Alternate I (Jun 2014) of <u>52.223-14</u>. (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42) U.S.C. 8259b). \_\_ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514). \_\_ (ii) Alternate I (Jun 2014) of 52.223-16. (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513). \_\_(41) <u>52.225-1</u>, Buy American—Supplies (May 2014) (<u>41 U.S.C. chapter 83</u>). \_\_ (42)(i) <u>52.225-3</u>, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 <u>U.S.C. 4001</u> note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. \_\_ (ii) Alternate I (May 2014) of 52.225-3. \_\_ (iii) Alternate II (May 2014) of <u>52.225-3</u>. \_\_ (iv) Alternate III (May 2014) of 52.225-3. \_\_ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301

note).

- \_\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). \_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. <u>51</u>50). (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41) U.S.C. 4505, 10 U.S.C. 2307(f)). (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). \_\_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332). \_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332). \_\_ (52) <u>52.232-36</u>, Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>). \_\_ (53) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C. 552a</u>). (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). \_\_ (ii) Alternate I (Apr 2003) of 52.247-64. (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.] \_\_(1) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495). (2) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>). (3) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 2014) (<u>29 U.S.C.</u>
- chapter 67). \_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price

Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C.

\_\_ (4) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price

206 and 41 U.S.C. chapter 67).

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) (<u>41 U.S.C. chapter 67</u>).
- \_\_ (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) (E.O. 13658).
- \_\_ (9) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- \_\_ (10) <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 (Oct 2014) (<u>15 U.S.C. 637(d)(2)</u> and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction

- of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iii) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause <u>52.222-17</u>.
  - (iv) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015)
  - (v) <u>52.222-26</u>, Equal Opportunity (Apr 2015) (E.O. 11246).
  - (vi) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015) (<u>38 U.S.C. 4212</u>).
- (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 52.222-40.
  - (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67). (xi)
- \_\_(A) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627).
  - \_\_(B) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78 and E.O 13627</u>).
- (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) (<u>41 U.S.C. chapter 67</u>).
- (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) <u>52.222-54</u>, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xv) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C. 2302 Note</u>).
- (xvii) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (xviii) <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)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

Alternate II (Oct 2015). As prescribed in  $\underline{12.301}$ (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

- (d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (<u>5 U.S.C. App.</u>), or an authorized representative of either of the foregoing officials shall have access to and right to—
- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
  - (ii) Interview any officer or employee regarding such transactions.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—
- (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (A) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41</u> U.S.C. 3509).
- (B) <u>52.203-15</u>, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) <u>52.219-8</u>, Utilization of Small Business Concerns (Oct 2014) (<u>15 U.S.C.</u> <u>637(d)(2) and (3)</u>), 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.
  - (D) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015).
  - (E) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
  - (F) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015) (<u>38 U.S.C. 4212</u>).
- (G) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29</u> <u>U.S.C. 793</u>).

- (H) <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>.
- (I) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter</u> 67).
- (J) \_\_\_(1) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C.</u> <u>chapter 78</u> and E.O 13627).
- \_\_\_(2) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78 and E.O</u> 13627).
- (K) <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) (<u>41 U.S.C. chapter 67</u>).
- (L) <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</u> 67).
- (M) <u>52.222-54</u>, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).
- (N) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (O) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (P) <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>.

# 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:

<u>CLAUSE</u>	TITLE AND DATE
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)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- 52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

## The following 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)

## 52.217-8 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)

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 the original invoice to the address listed below:

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

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e)

Note: The Financial Management Center will receive invoices, log them in, and forward to the COR for review and approval.

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

(c)	Contractor Remittance Address. The Government will make payment t	o the
Contractor'	's address stated on the cover page of this contract, unless a separate remitta	ince
address is s	shown below:	

#### 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 **Facility Engineer.**

(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)

#### SECTION 3 – SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2015 is incorporated by reference (see SF-1449, Block 27A)

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

- A. Summary of instructions. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-1449 cover page (Blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
  - (1) Name of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;
  - (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
  - (3) List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
    - Quality of services provided under the contract;
    - Compliance with contract terms and conditions;
    - Effectiveness of management;
    - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
    - Business integrity / business conduct.

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

- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

- (6) The offeror's strategic plan for the gardening services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials, including chemicals, required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight.

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

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

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

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> <u>TITLE AND DATE</u>

- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

## **52.237-1 SITE VISIT (APR 1984)**

A site visit is scheduled for 11:00AM Moscow time on April 16, 2018.

Participants will meet at the US Embassy Moscow building located at the following address: Bolshoy Devyatinskiy Pereulock, 8 121099 Moscow Russia.

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

#### 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State's Competition Advocate 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 to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate U.S. Department of State A/OPE SA-15, Room 1060 Washington, DC 20522-1510

(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. For a U.S. 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, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman U.S. Department of State A/OPE SA-15, Room 1060 Washington, DC 20522-1510

#### SECTION 4 – EVALUATION FACTORS

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

- a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations 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:

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of clause)

### 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  $\Box$  is, $\Box$  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

signed copy of the EDWOSB representation.

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

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

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

- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—
- (i) It □ 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:

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-	h (g)(1)(ii) of this products.  Trade Agreement the following the follow	supplies that are foreign end products (other than those vision) as defined in the clause of this solicitation entitled nts—Israeli Trade Act." The offeror shall list as other s manufactured in the United States that do not qualify as duct that is not a COTS item and does not meet the definition of "domestic end product."
Line Item No.	<b>Country of Origin</b>	
		-
	-	
		[List as necessary]
(iv) The C of FAR Part 25.	Government will evalu	ate offers in accordance with the policies and procedures
(2) Buy Ame	erican—Free Trade A	greements—Israeli Trade Act Certificate, Alternate I. If
		(-3) is included in this solicitation, substitute the following
		)(ii) of the basic provision:
- · · · · · ·		the following supplies are Canadian end products as ion entitled "Buy American—Free Trade Agreements—
Israeli Trade A		on chance Buy American Tree Trade Agreements
Canadian End		
]	Line Item No.	
		<del></del>

[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.	<b>Country of Origin</b>

#### [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:

Country of Origin

#### [List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
- (1)  $\Box$  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)  $\square$  Are,  $\square$  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.
- $\Box$  (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 (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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  $\square$  is,  $\square$  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:

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

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

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\_ 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 CERTIFICATIONS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision is provided in full text:

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)