

CONSULATE GENERAL OF THE UNITED STATES OF AMERICA

Date: October 2, 2018

To: Prospective Offerors

Subject: Request for Quotation (RFQ) Solicitation no. 19SA2018Q0027 Shuttle Service for Female Locally Employed Staff (LES).

Enclosed is a Request for Quotation for **Shuttle Service for Female LES staff.** – The request is to provide a quotation to American Consulate General Dhahran, Saudi Arabia.

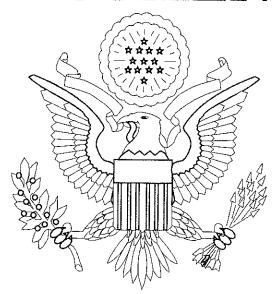
If you would like to submit quotation, please complete the required portion of the attached documents and submit it to the address shown on Standard Form – 1449 that follows the letter.

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

Your quotation must be submitted in a sealed envelope marked "19SA2018Q0027, Shuttle Service for Female LES" to Mr. Dante S. Legaspi (Consulate General Dhahran Contracting Officer/GSO) on Sunday October 14, 2018, not later than 4:30PM. No quotation will be accepted after this time. If you have any questions contact dhahranprocurement@state.gov or contact Mr. Usman on this no. +966-544361871.

DANTE S. LEGASPI
Contracting Office GSO

SOLICITATION DOCUMENT



Shuttle Service for Female Locally Employed Staff (LES)

American Consulate General Dhahran, Saudi Arabia

SOLICITATION # 19SA2018Q0027

Contracting Officer
Consulate of the United States of America
P.O. Box 38955
Dhahran 31942
Saudi Arabia

TABLE OF CONTENTS

SF-1449 COVER SHEET

- A. PRICE
- B. SCOPE OF WORK
- C. INSPECTION AND ACCEPTANCE
- D. DELIVERIES OR PERFORMANCE
- E. ADMINISTRATIVE DATA
- F. SPECIAL REQUIREMENTS
- G. CLAUSES
- H. LIST OF ATTACHMENTS
- I. QUOTATION INFORMATION
- J. EVALUATION CRITERIA
- K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

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SECTION A - SUPPLIES OR SERVICES AND PRICES/COSTS

A <u>TYPE OF CONTRACT</u>

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

A.1 PRICING

A.1.2 Price Schedule

<u>Item</u>			Location	Unit	Total Est.
Number	<u>Description</u>	<u>Unit</u>		Price	Amount
01	Shuttle-1 Sedan with driver	Daily (round trip)	Khobar		
02	Shuttle-1 Sedan with driver	Daily (round trip)	Khobar		
03	Shuttle-1 Sedan with driver	Daily (round trip)	Khobar		
04	Shuttle-1 Sedan with driver	Daily (round trip)	Dammam		
05	Shuttle-1 Sedan with driver	Daily (round trip)	Dammam		

^{*} This estimated amount is based on total estimated Government requirements for this period of performance.

A.2 <u>SCOPE OF SERVICES</u>

The Contractor shall provide passenger transportation services with driver for the American Consulate General Dhahran, in accordance with Section C - Description/Specifications/Work Statement and the Exhibits contained in Section J of this contract. The period covered by this contract is addressed in Section F.

- A.2.1 The above rates shall include all the costs necessary to accomplish the work as required by this contract, including all managerial cost, administrative cost, vehicles, driver's communication equipment, and all vehicle operation expenses, including but not limited to fuel, oil, all other maintenance and insurance of such vehicles.
- A.2.2 If the specified number of sedans, minivans, and shuttles/passenger vans are not available, the following substitutions are allowable:
 - minivans substituted for sedans;

Sedans shall not be used in place of minivan or shuttles/passenger vans. Simply stated, larger vehicles may replace smaller vehicles, but smaller vehicles may not replace larger

Shuttle Service for Female LES Staff Solicitation # 19SA2018Q0027

vehicles. If the Contractor makes substitutions, billing and payment shall be at the contract rate for type of vehicle ordered by the Government.

A.2.3 The daily rate shall be charged for any consecutive 8-hour period within a calendar day. Any additional periods of 8 hours or any number of hours less than 8 hours within calendar day will be charged at the daily rate or hourly rate, whichever is less for the period. Portions of one hour may be divided into one-fourth hour increments and will be the smallest chargeable period of time. Each one-fourth hour increment shall be charged at one-fourth the established hourly rate.

SECTION B - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Statement of Work

A. Services

- AI. Background: The United States Government operates a shuttle service for female employees and those with disabilities to travel between their residences and the Consulate general of the United States in Dhahran, Saudi Arabia.
- A2. Scope of Contract. The Contractor shall provide roundtrip transportation services on official workdays (Sunday-Thursday) for Female Locally Employed Staff members of the Consulate General of the United States of America in Dhahran, Saudi Arabia. The Contractor shall provide vehicles and management for a home-to-office and office-to-home shuttle service for locally employed U.S. Consulate staff members who begin or end their work between the hours of 07:00am and 07:00pm. The schedule may change during the year to accommodate government and religious holidays.
- A3. General Requirements. The Contractor shall provide the transportation services for Consulate official working days (Sunday through Thursday), five (05) days per week, except holidays and other days specifically designated by the Consulate. The designated route set forth by the awarded company shall have no more than two (2) employees in a vehicle. The vendor shall ensure that employees arrive/depart the chancery at/or before the required time as established. Additionally, the vendor shall ensure that an employee does not spend more than 60-minutes one way in a vehicle. The vendor shall take into account traffic conditions when developing potential routes.
- A4. Funding/Ordering. The Contracting Officer has the sole authority to issue orders for additional/emergency services to be performed under this contract. With few exceptions, the Contracting Officer will order these services by issuance of a written task order. If time does not permit, the Contracting Officer may issue an oral order, to be confirmed by a written order within 48 hours.

The contract maximum period of performance shall be one (6) month period plus four (4) six month options).

The Contracting Officer, Motor Pool Supervisor or the dispatcher issues instructions to the Contractor pertaining to specific dates, times, etc. for transportation services, as needed. Instructions may be issued orally or in writing.

A5. Estimated Level of Services. The Contractor shall provide vehicles with adequate seating and safety belts, for transporting employees between pick up/drop off points to their homes and the U.S. Consulate.

A6. Scheduled Consulate Employees Transportation Services.

- a) Service shall be provided in accordance with the routes and schedules specified by the Consulate. Vehicles shall not depart the designated stops earlier than scheduled departure time or not later than five (5) minutes after the scheduled departure time. No services shall be required on Consulate holidays, or when Consulate is closed due to inclement weather or for any other reason as determined by the Consulate.
- b) The Contractor shall comply with appropriate station instructions regarding pick up and drop services of locally employed staff members.
- c) If the Consulate close early due to administrative decision, inclement weather or any other reason, the Contractor shall ensure employees are picked up within one hour after the decision has been announced that the Consulate will close.
- d) The Contracting Officer's, Motor Pool Supervisor or the dispatcher has the sole authority to cancel any transportation run after the decision has been announced that the Consulate will close. If the Contractor believes a transportation run should not occur, the COR must be contacted for final decision.
- e) Vehicle operators shall not transport unauthorized passengers, unless this is approved in advance by the CO.

B. Vehicle Requirements: Types, Capabilities, & Quantities

- B1. Vehicles: The Contractor shall provide a sufficient number of vehicles to provide uninterrupted service under this contract and to furnish replacement vehicles, which shall meet all requirements under the contract. The Contractor shall provide vehicles with adequate seating for no more than two passengers per vehicle, and each passenger is safely accommodated without utilizing the front right passenger seat. Vehicles provided by the Contractor shall be no older than five (5) years of age. Vehicles must meet the standards required by local and host country laws and regulations, and meet the safety inspection requirements. All vehicles must pass periodic inspections and must carry an annual certification from the Motor Vehicle Periodical Inspection (MVPI). If any vehicle is determined to be unsafe or unsatisfactory, its use is prohibited until such unsafe or unsatisfactory conditions have been corrected.
- B2. Communication Equipment. The Contractor shall furnish communication equipment, cell phones or radios, to all vehicle operators, in order to be in contact with the operator at all times and keep the Motor Pool Supervisor or the dispatcher informed on any incidents which might happen during the trips. Cell phones and radios will only be used in a safe manner (see section C.12 below).

- B3. Tinting on Windows. At the time of the contract award, the Contracting Officer will provide the contractor with a letter that sets forth permission from the host government for the vehicles to have tinting.
- B4. Replacement Vehicles. In the event of an accident or failure of a vehicle, the Contractor shall ensure the safety of all passengers. The Contractor shall immediately dispatch a replacement vehicle to the location of the stranded passengers and notify the Motor Pool Supervisor or the dispatcher and or designated POC of the incident and any actions taken. The Contractor shall be required to repair or replace the inoperative vehicle within 1 hour, beginning from the time the vehicle is first determined to be inoperable. If the Contractor fails to repair or replace the inoperative vehicle with a similar vehicle within 2 hours, the United States Government at its option may elect to secure a replacement vehicle from other sources, regardless of the reason that caused the downtime. The Contractor shall be assessed for any cost incurred by U.S. Government in securing replacement services.

C. Vehicle Operators

All operators shall meet the following qualifications.

- C1. All operators shall be professional and meet all Kingdom of Saudi Arabia license requirements for operating a passenger vehicle, including a light driving license. Any such licenses shall be in the possession of the drivers when operating a vehicle under this contract. Any such licenses shall be available for inspection by the Motor Pool Supervisor or the dispatcher on request.
- C2. Five years or more of driving experience with no major accidents. ("Major" accidents being defined as accidents resulting in bodily injuries or property damage in excess of 3,750SAR).
- C3. A thorough knowledge of Dhahran, Al Khobar and Dammam streets and traffic patterns.
- C4. All operators shall wear a distinctive nametag, emblem, or patch attached in a prominent place on an outer garment. Operators shall also display credentials in the vehicles identifying them as employees of the Contractor. When visiting Consulate property, the contractor employees shall comply with all Government escort rules and requirements. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.
- C5. Physical Examinations. The valid evidence of a current annual physical examination of operators who are proposed to work under this contract, shall be provided to the Motor Pool Supervisor or the dispatcher not later than two weeks prior to the beginning of the option year one of the contract. It must show the proposed driver to be free from communicable diseases and physical defects, which could hinder him from performing his duties. This physical and certification shall meet all statutory requirements for licensing and operation of the type of vehicle driven.

- C6. The operators are strictly prohibited from operating a vehicle while intoxicated. The Contractor guarantees that all operators are tested for drugs and alcohol use regularly. The Contractor shall immediately replace those operators who do not pass the test.
- C7. Operators shall be trained in the use of the first aid kits that are installed in the vehicles.
- C8. Operators must agree not to smoke, eat, or drink inside the vehicle at any time.
- C9. Operators shall possess sufficient ability in reading, writing, speaking, and understanding the English language to carry out the duties prescribed herein for the position.
- C10. The contractor shall provide the Contracting Officer with the full name, date of birth, place of birth, Iqama number of any operators employed under this contactor. This information shall be submitted two weeks prior to start of a new operator.
- C11. All operators will obey all traffic laws and operate the motor vehicle in a safe manner. The safety and well-being of the passengers is the priority. If any operator is discovered to be ignoring traffic laws, or operating the vehicle in an unsafe manner, that operator will be removed and replaced by a new qualified operator immediately upon the request made by the Contracting Officer's Representative.
- C12. Operators shall not use cell phones for voice or text communications while operating the vehicle. If a call must be placed for emergency purposes, the operator will pull the vehicle over to a safe place, and ensure the vehicle is in park and the brake is set before using the phone.
- C13. Operators shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, and possession of weapons) when visiting or working at Consulate facilities. The Contractor shall ensure Contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or the Consul General of the United States of America. The Project Manager shall ensure Contractor employees understand and abide by Department of State established rules, regulations and policies concerning safety and security.

D. Proof of Insurance

- D1. The Contractor shall submit to the Contracting Officer proof of insurance for damage to property of injury to persons prior to commencement of contract. Such insurance shall be secured from an insurance company authorized by law to transact business in the Kingdom of Saudi Arabia.
- E. Removing Employees for Misconduct or Security Reasons
- E1. The Consulate may, at its sole discretion (via the Contracting Officer), direct the Contractor to remove any Contractor employee from the contract for misconduct or security reasons.

Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract.

F. Supervision

F1. The Contractor shall have a Project Manager who shall supervise the contractor's work force and be the point of contact for the U.S. Government regarding day-to-day operations. The Project Manager shall possess sufficient ability in reading, writing, speaking, and understanding the English language to carry out the duties prescribed herein for the position. The Embassy requires that the Contractor guarantee a response within no more than one business day when the Contracting Officer Representative Motor Pool Supervisor or the dispatcher submits an inquiry or change request.

G. Government Furnished Items

H. Assumptions and Clarifications

- H1. Additional vehicles may be required from time to time and will be priced on a per day basis when needed.
- H2. Pick up and drop off points will be approved by Motor Pool Supervisor or the dispatcher. Contractor vehicles will generally stay on the main roads and streets when picking up or dropping off riders.
- H3. The contractor will respond to any inquiry from the COR within 24 hours on the normal work-week schedule. If the manager, or point-of-contact for the contractor is absent, that person will notify the COR of who can be notified for questions/inquiries/complaints during his/her absence.
- H4. Within ten (10) days of receiving the Notice to Proceed, Contractor shall provide the vehicles as described above, per regularly scheduled workday for transporting Locally Employed Staff Members of the Consulate of United States of America between individual employees' homes and the U.S. Consulate.

I. Security

I1. The Contractor shall provide to the Motor Pool Supervisor or the dispatcher not later than three weeks prior to the beginning of the contract, a list of all drivers who will perform under this contract and will also provide updated lists as necessary to the Motor Pool Supervisor or the dispatcher. The list will include data of approved primary and substitute drivers. The Contractor shall agree not to substitute drivers other than those listed. All drivers must pass the Consulate's background check. The list will include:

Shuttle Service for Female LES Staff Solicitation # 19SA2018O0027

- 1. Name
- 2. Date of birth, place of birth,
- 3. Passport number (if a driver is not of local country nationality),
- 4. Spouse name and date and place of birth
- 5. Father and mother names, dates, and places of birth (even if they are deceased).

J. Permits

J1. Without additional cost to the United States Government, the Contractor shall obtain all permits, licenses, and appointments required for the execution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its quotation and shall provide any updates, as they become available, to the Contracting Officer. Application, justification, fees, and certifications for any licensure required by the host government are entirely the responsibility of the offeror.

SECTION C - INSPECTION AND ACCEPTANCE

C.1 <u>52.252-2 CLAUSES INCORPORATED BY REFERENCE</u> (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://farsite.hill.af.mil/vffara.htm.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov/ to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u> <u>TITLE AND DATE</u>

52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

C.2 Reserved

- C.2.1 Reserved
- C.2.2 STANDARD, Reserved

C.2.3 PROCEDURES

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the Motor Pool Supervisor or the dispatcher.
- (b) The Motor Pool Supervisor or the dispatcher will complete appropriate documentation to record the complaint.
- (c) If the Motor Pool Supervisor or the dispatcher determines the complaint is invalid, the Motor Pool Supervisor or the dispatcher will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the Motor Pool Supervisor or the dispatcher determines the complaint is valid, the Motor Pool Supervisor or the dispatcher will inform the Contractor and give the

Contractor additional time to correct the defect, if additional time is available. The Motor Pool Supervisor or the dispatcher shall determine how much time is reasonable.

- (e) The Motor Pool Supervisor or the dispatcher shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the Motor Pool Supervisor or the dispatcher. The Motor Pool Supervisor or the dispatcher will review the matter to determine the validity of the complaint.
- (g) The Motor Pool Supervisor or the dispatcher will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the Motor Pool Supervisor or the dispatcher will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION D - DELIVERIES OR PERFORMANCE

D.1 <u>52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</u>

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov/ to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u> <u>TITLE AND DATE</u>
52.242-15 STOP WORK ORDER (AUG 1989)

52.242.17 GOVERNMENT DELAY OF WORK (APR 1984)

SECTION E - CONTRACT ADMINISTRATION DATA

E.1 MONITORING OF THE CONTRACTOR

- (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. 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.
- (b) The designated monitor for this contract is the Kunhiraman Devadasan (Motor pool Supervisor)

E.1.2 Duties

The contract monitor is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

E.2 SUBMISSION OF INVOICES

- E.2.1 The Contractor shall submit invoices monthly electronically by email to Dhahrandbo@state.gov
- E.2.2 Each invoice shall only include billing for one task order. For example, if services are provided under two separate task orders overlapping the same time period, submit two invoices.
- E.2.3 A proper invoice shall comply with the requirements of Section I.1, FAR 52.232-25, "Prompt Payment". Additionally, each invoice shall include the following information:
 - (1) Delivery Order Number;
 - (2) Description, type and number of vehicles, hourly and/or daily rate, number of days/hours provided, and total amount.
 - (3) Applicable Task Order as well as the Daily Vehicle Use Record (Attachment B) to support the number of hours worked with an approving signature of an appropriate company officer.
 - E.2.4 Payment. The Government will make all payments in Saudi Riyals

SECTION F - SPECIAL CONTRACT REQUIREMENTS

F.1 SECURITY

- F.1.1 <u>General</u>. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.
- F.1.2 <u>Time Requirements</u>. Within five (5) days after contract award, the Contractor shall submit the following minimum number of names for drivers for the types of vehicles listed below:

Type of Vehicle	Minimum Number of Drivers
Sedan/Minivan/Shuttles	

F.2 STANDARDS OF CONDUCT

- (a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. 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 cost to the Government.
- (b) <u>Uniforms</u>. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.
- (c) 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 that interfere with normal and efficient Government operations.
- (e) <u>Intoxicants and Narcotics</u>. 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.
- (f) <u>Criminal Actions</u>. 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; and organizing or participating in gambling in any form.

F.3 PERSONNEL HEALTH REQUIREMENTS

All employees must be in good general health without physical disabilities that would interfere with the acceptable performance of their duties. All employees shall be free from communicable disease. They shall possess binocular vision, correctable to 20/30 (Snellen) and shall not be colorblind. They shall be capable of hearing ordinary conversation.

F.4 Reserved

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.

The Contractor agrees that the Government shall not be responsible for personal injuries or 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 and 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.

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.

(e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

F.5 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.

F.6 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance within five (5) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government. In addition, the Contractor shall evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When a self-insurer provides coverage, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

F.7 ORDERING OFFICIAL

The Contracting Officer is the designated ordering individual for this contract.

SECTION G - CONTRACT CLAUSES

G.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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://acquisition.gov/far/index.html/ or http://farsite.hill.af.mil/vffara.htm.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at https://www.ecfr.gov/cgi-bin/text-

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

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (OCT 2015)

52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-18	COMMERCIA LAND GOVERNMENT ENTITY CODE MAINTENANCE
52.204-19	(JUL 2016) INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.210-1	MARKET RESEARCH (APR 2011)
52.215-2	AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)

52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATAMODIFICATIONS (OCT 2010)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-5	TRADE AGREEMENTS (FEB 2016)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (OCT 2010)
53.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)

52.232-25	PROMPT PAYMENT (JAN 2017)
52.232-32	PERFORMANCE-BASED PAYMENTS (APR 2012)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.232-40	PROVIDING ACCLERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.233-1	DISPUTES (MAY 2014), Alternate I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES - FIXED-PRICE (AUG 1987), Alternate I (APR 1984)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2018)
52.245-9	USE AND CHARGES (APR 2012)
52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)
52.248-1	VALUE ENGINEERING (OCT 2010)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

The following Federal Acquisition Regulation clause(s) is/are included in full text:

I.2 <u>52.216-18 ORDERING (OCT 1995)</u>

- (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 the date of Contract 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.

I.4 <u>52.216-22</u> INDEFINITE QUANTITY (OCT 1995)

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

I.5 RESERVED

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.6 DOSAR FULL TEXT CLAUSES

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (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 http://www.state.gov/m/ds/rls/rpt/c21664.htm.

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

(End of clause)

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

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

(a) The Optional Form (OF) 347, Order for Supplies or Services and Optional Form 348, Order for Supplies or Services Schedule – Continuation; or

(b) The Optional Form (OF) 206, Purchase Order, Receiving Report and Voucher, and Optional Form 206A, Continuation Sheet.

(End of clause)

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

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
 - (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
 - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
 - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
 - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
 - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
 - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
 - (1) Complying or agreeing to comply with requirements:

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

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of

22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

- 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)
 - (a)
 - (b) The Department of State observes the following days* as holidays:

New Year's Day

Martin Luther King's Birthday

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

- (b) When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, if the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
 - (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
 - (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

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

(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 H - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PART IV: REPRESENTATIONS AND INSTRUCTIONS

SECTION H - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

H.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

ĺ	a)) The	offeror	certifies	that -
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- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

 [insert full name of person(s)

in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

H.2 <u>52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)</u>

- (a) Definitions. As used in this provision "Lobbying contact" has the meaning provided at 2 USC 1602(8). The terms "agency", "influencing or attempting to influence", "officer or employee of an agency", "person", "reasonable compensation", and "regularly employed" are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her 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 its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, 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.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

(End of provision)

H.3 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation (JAN 2017)

H.4. <u>52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)</u>

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d)through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) 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 USC 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.

(d) Taxpayer Identification Number (TIN)

TIN:	
	TIN has been applied for
	TIN is not required because:
	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
	Offeror is an agency or instrumentality of a foreign government
	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

	Sole Proprietorship
	Partnership
	Corporate Entity (not tax exempt)
	Corporate Entity (tax exempt)
ļ	Government entity (Federal, State or local)
	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

(End of provision)

H.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS(JAN 2018).

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 532111.
 - (2) The small business size standard is \$25.5M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at <u>52.204-7</u>, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - □ (i) Paragraph (d) applies.
- \Box (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) <u>52.203-2</u>, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in <u>Part</u> 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) <u>52.203-11</u>, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) <u>52.203-18</u>, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

- (iv) <u>52.204-3</u>, Taxpayer Identification. This provision applies to solicitations that do not include the provision at <u>52.204-7</u>, System for Award Management.
- (v) $\underline{52.204-5}$, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) <u>52.209-2</u>, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vii) <u>52.209-5</u>, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) <u>52.209-11</u>, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) <u>52.214-14</u>, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) <u>52.215-6</u>, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) <u>52.219-1</u>, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) <u>52.219-2</u>, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) <u>52.222-22</u>, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at <u>52.222-26</u>, Equal Opportunity.
- (xiv) $\underline{52.222-25}$, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at $\underline{52.222-26}$, Equal Opportunity.
- (xv) <u>52.222-38</u>, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) <u>52.223-1</u>, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at

- <u>52.223-2</u>, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvii) <u>52.223-4</u>, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xviii) <u>52.223-22</u>, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at <u>52.204-7</u>.
- (xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xx) <u>52.225-4</u>, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.
- (D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) $\underline{52.225-6}$, Trade Agreements Certificate. This provision applies to solicitations containing the clause at $\underline{52.225-5}$.
- (xxii) <u>52.225-20</u>, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xxiii) <u>52.225-25</u>, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxiv) <u>52.226-2</u>, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

____(i) 52.204-17, Ownership or Control of Offeror.

____(ii) 52.204-20, Predecessor of Offeror.

____(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

_____(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

Shuttle Service for Female LES Staff Solicitation # 19SA2018Q0027

(v) <u>52.222-52</u> , Exemption from Application of the Service Contract Labor Standards						
to Contracts for Certain Services-Certification.						
(vi) <u>52.223-9</u> , with its Alternate I, Estimate of Percentage of Recovered Material						
Content for EPA—Designated Products (Alternate I only).						
(vii) <u>52.227-6</u> , Royalty Information.						
(A) Basic.						
(B) Alternate I.						
(viii) <u>52.227-15</u> , Representation of Limited Rights Data and Restricted Computer						
Software.						
(d) The offeror has completed the annual representations and certifications electronically via						
the SAM website accessed through https://www.acquisition.gov . After reviewing the SAM						
database information, the offeror verifies by submission of the offer that the representations and						
certifications currently posted electronically that apply to this solicitation as indicated in						
paragraph (c) of this provision have been entered or updated within 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 <u>4.1201</u>); except for the changes						
identified below [offeror to insert changes, identifying change by clause number, title, date].						
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.						
FAR CLAUSE # TITLE DATE CHANGE						
TAIN OLAUSE # TITLE DATE CHANGE						
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 on SAM.						
(End of provision)						
IV (
H.6 <u>52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)</u>						
(a) (1) The Offeror certifies, to the best of its knowledge and belief, that						
(i) The Offeror and/or any of its Principals						
(A) Are [_] are not [_] presently debarred, suspended, proposed for debarment, or declared						
ineligible for the award of contracts by any Federal agency;						
(B) Have \(\subseteq \) have not \(\subseteq \), 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 public (Federal, State, or local) 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	(if offeror	checks '	"have",	the c	offeror	shall	also	see	52.209	9-7,	if inc	clude	d in	this
solicitation); an	ıd													

- (C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
- (D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) 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.
- (ii) 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.
- (2) Examples.
- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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).
- (ii) The Offeror has [_] has not [_], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

H.7. <u>52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS – CERTIFICATION (JUN 2018)</u>

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification.	[Offeror sho	all check eith	er (1) or	(2).]
(1) The	e Offeror cer	tifies that		

- (i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at https://www.state.gov/t/avc/rls/rpt/; and
- (ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report

provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at https://www.state.gov/t/ave/rls/rpt/; or

- (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.
- (c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.
- (1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.
- (2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:
- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.
- (3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.
- (4) The Offeror may submit any questions with regard to this report by email to <u>NDAA1290Cert@state.gov</u>. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.
- (d) Do not submit an offer unless-

- (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
- (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has—
- (i) Waived application under U.S.C. 2593e(d) or (e); or
- (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).
- (e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

H.8 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name:	
Address:	
Telephone Number:	

H.9. 652,225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

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

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
 - (2) Discriminating in the award of subcontracts on the basis of religion.

H.10 RESERVED

H.11 <u>52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS</u> <u>OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)</u>

(a) Definitions. As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
 - (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"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 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.
- (b) Certification. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

H.12 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (Nov 2015)

- (a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
- (b) 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 $\underline{9.108-2}$ (b) applies or the requirement is waived in accordance with the procedures at $\underline{9.108-4}$.
 - (c) Representation. The Offeror represents that.
 - (1) It □ is, □ is not an inverted domestic corporation; and
 - (2) It \square is, \square is not a subsidiary of an inverted domestic corporation. (End of provision)

PART IV SECTION I - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

I.1 SUBMISSION OF OFFERS

- I.1.1 <u>General</u>. This solicitation is for the performance of the services described in Section C <u>PERFORMANCE WORK STATEMENT</u>, and the Exhibits attached to this solicitation.
 - I.1.1.1 <u>Summary of Instructions</u>. Each offer must consist of the following:
- I.1.2. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and Sections B and K have been filled out.

I.1.2.1 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Have an established business with a permanent address and telephone listing;
- (2) Be able to demonstrate prior experience with suitable references;
- (3) Have the necessary personnel, equipment and financial resources available to perform the work;
- (4) Have all licenses and permits required by local law;
- (5) Meet all local insurance requirements;
- (6) Have no adverse criminal record; and
- (7) Have no political or business affiliation which could be considered contrary to the interests of the United States.
- (8) Be able to understand written and spoken English

I.2 SUBMISSION OF OFFERS

I.2.1 General

This solicitation is for the performance of the services described in Section C and the Exhibits which are a part of this solicitation.

I.2.2 <u>Summary of Instructions</u>

Each offer must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	No. of Copies*
1	Executed Standard From 1449, "Solicitation, Offer and	
į	Award," and completed Section K – "Representations,	
	Certifications and Other Statements of Offerors"	
2	Price Proposal and completed Section B – "Supplies or	
	Services and Prices/Costs"	

^{*} The total number of copies includes the original as one of the copies.

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

I.2.3 <u>Closing Date</u>. The complete offer shall be received by the [*Note to Contracting Officer: insert Post*], located at the address indicated on the solicitation cover page, no later than [*Note to Contracting Officer: insert time and date*].

I.2.4 Detailed Instructions

- (1) <u>Volume I</u>: Standard Form (SF) 33 and Section K. Complete blocks 12 through 18 of the SF 33 and all of Section K.
- (2) <u>Volume II</u>: Price proposal and Section B. The price proposal shall consist of completion of Section B
 - (3) <u>Volume III</u>: Technical Proposal.
 - (a) Management Information Provide the following:
 - (1) Company profile including a list of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

- (2) A list of key management personnel and their profiles;
- (3) A list of types, models, year made of vehicles to be provided;
- (4) A list of communication equipment;
- (5) Sources/ownership of vehicles provided and drivers provided Vehicle ownership (such as company owned with employed drivers, owner-operated, subcontracted to your organization, etc.)
- (b) Experience and Past Performance List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:
 - (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
 - (2) Contract number and type;
 - (3) Date of the contract award place(s) of performance, and completion dates;
 - (4) Contract dollar value;
 - (5) Brief description of the work, including responsibilities;
 - (6) Comparability to the work under this solicitation;
 - (7) Brief discussion of any major technical problems and their resolution;
 - (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
 - (9) Any terminations (partial or complete) and the reason (convenience or default).
- I.2.5 In accordance with H.6, Certificate of Insurance, offeror shall either provide:
- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

The complete offer shall be submitted at the address indicated at <u>Block 7</u>, if mailed, or <u>Block 9</u>, if hand delivered, of Standard Form 33, "Solicitation, Offeror and Award."

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

I.3 PROPRIETARY DATA

The offeror will identify proprietary data by page(s), paragraph(s) and sentence(s), and shall not generalize.

I.4 <u>52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE</u> (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

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

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

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION* (JAN 2004)
52.222-56 52.237-1	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 20150) SITE VISIT (APR 1984)

* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

I.5 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price indefinite-delivery, indefinite-quantity contract resulting from this solicitation, under which will be placed firm, fixed-price task orders.

(End of provision)

SECTION J - EVALUATION FACTORS FOR AWARD

J.1 EVALUATION OF PROPOSALS

J.1.1 <u>General</u>. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - <u>INSTRUCTIONS</u>, <u>CONDITIONS AND NOTICES TO OFFERORS</u>, and must meet all the requirements set forth in the other sections of this solicitation. The Government will make an initial review of proposals to determine compliance with these instructions. The Government may determine an offeror to be unacceptable an exclude it from further consideration for failure to comply with Section L.

J.1.2 Basis for Award

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation process will follow the procedures below:

a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing required information.

b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of the technical proposal required by Section L, including a review of the offeror's proposed project manager to ensure that she or he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in Section L to verify quality of past performance.

c) Responsibility

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) adequate financial resources or the ability to obtain them;
- (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;

- (3) satisfactory record of integrity and business ethics;
- (4) necessary organization, experience, and skills or the ability to obtain them;
- (5) necessary equipment and facilities or the ability to obtain them; and
- (6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified following FAR 15.503.