

July 17, 2017

**Subject:** Request for Quotations number SCO15017Q0001

Enclosed is a Request for Quotations (RFQ) for CCTV systems maintenance and repair services. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to [FernandezJM@state.gov](mailto:FernandezJM@state.gov) by the date and time stated in the attached solicitation. No quotations will be accepted after this time.

In order for a quotation to be considered, you must adhere to all the solicitation instructions and provide all information in the required format.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions if it is in the best interest of the Government to do so.

Sincerely,

Juan M. Fernandez  
Contracting Officer

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER <b>PR6268819</b>	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>SCO15017Q0001</b>	6. SOLICITATION ISSUE DATE <b>07/17/2017</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Refer to Continuation Pages, Section 3</b>	b. TELEPHONE NUMBER (No collect calls) <b>N/A</b>	8. OFFER DUE DATE/ LOCAL TIME <b>08/01/2017 15:00 Hours</b>	
9. ISSUED BY <b>U.S. Embassy Bogota - INL Carrera 45 # 24B-27 Bogota, Colombia</b>		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	
15. DELIVER TO <b>6 locations in Colombia as follows: Buenaventura, Tibu, Ovejas, Chaparral, Pradera and Caucasia.</b>		CODE	16. ADMINISTERED BY <b>Same as Block 9</b>		CODE
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY <b>U.S. Embassy Bogota - FMO Carrera 45 # 24B-27 Bogota, Colombia</b>		CODE
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	Refer to attached pages				
			<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED <b>07/17/2017</b>		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL     FINAL

COMPLETE     PARTIAL     FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

**RFQ Number SCO15017Q0001**

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## SECTION 1 – SCHEDULE

Continuation to SF-1449, RFQ Number SCO15017Q0001

### 1.0 TYPE OF CONTRACT

This is an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract for commercial items. The Government intends to utilize Firm-Fixed-Price (FFP) task orders to the maximum extent practicable. The Government reserves the right to issue task orders utilizing any of the contract types, or a combination thereof, authorized by FAR 12.207.

### 2.0 CURRENCY OF PAYMENTS

Task orders will be payable entirely in Colombian pesos (COP).

### 3.0 ORDERING PERIOD

The ordering period for this IDIQ contract is established as follows:

Base Ordering Period	Twenty four (24) months from the date of award
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### 4.0 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

(a) Per FAR 52.216-22 "INDEFINITE QUANTITY," the minimum for this indefinite quantity contract shall be any quantity or combination of supplies and services equal to **\$3,000.00 USD**. This guaranteed minimum covers the base year and all option years of the contract.

(b) The maximum for this indefinite quantity contract (including options) shall be any quantity or combination of supplies and services equal to **\$190,000.00 USD**.

### 5.0 SCOPE OF SERVICES

#### 5.1. BACKGROUND

The Strategic Initiative program has completed the construction, implementation and testing of six (6) CCTV systems in the cities of Buenaventura, Caucasia, Chaparral, Ovejas, Tibu, and Pradera. As part of the bilateral agreement F274/2013, INL will provide 2 years of corrective maintenance and repairs for the system as a whole.

#### 5.2. OBJECTIVE

The Contractor shall provide Corrective maintenance and repairs to six (6) CCTV systems in the cities of Buenaventura, Caucasia, Chaparral, Ovejas, Tibu, and Pradera for a period of 2 years.

#### 5.3. SCOPE

The contractor shall provide corrective maintenance as follows:

1. Provide Administration and Management of the Maintenance claims by the end user of the CCTV systems in each of the cities.
2. Maintain, repair and correct the system as necessary.
3. Keep a stock of typical spare materials required for repairs and maintenance.
4. Provide a Log of the maintenance procedures and claims.

#### **5.4. BONDING**

The contractor shall provide bonding as per the Attachment 1- Specifications for work performed under this scope of work.

#### **5.5. TECHNICAL TERMS OF REFERENCE**

##### **5.5.1. TECHNICAL REQUIREMENTS**

The repair, maintenance, test and any related procedures, services, works as well as new equipment, parts, materials and consumables shall comply with the specifications and drawings in:

Attachment 1- Specifications

Attachment 2 – Drawings (A through F)

Attachment 3 – Equipment List

All equipment, materials, systems represented in the documents are subject to maintenance under this scope of work.

##### **5.5.2. ADMINISTRATION AND MANAGEMENT**

The contractor shall provide a contact telephone number in Colombia that will be available 24 hours a day to receive service calls regarding the event on the systems, the contractor will diagnose and inspect on site within 24 hours and provide within 36 hours of the service call a diagnostics report that includes:

- Diagnostics procedures.
- Photos test and other information gathered during the diagnostics.
- List of required items based on the bid chart required to perform the corrective maintenance.

The government will review the report and may request a revision of the items required; once approved by the government the contractor will mobilize within 24 hours and perform the approved works, once completed a report will be provided to the government closing the service call, the report shall include the following:

- Tasks Performed.
- Tests performed to insure proper performance of the system.
- List of materials and equipment used for the maintenance.
- Photos, test and other data.

The contractor shall provide the same testing procedures of repaired portions of the system as those required for the original system in the specifications and drawings.

### **5.5.3. STOCK MATERIAL**

The contractor may be required, through the issuance of a task order under this contract, to purchase stock materials and store them in a central location provided and selected by the contractor and approved by the government. These materials will be available to be used by the contractor to answer services calls as requested and approved by the government.

Equipment placed in storage shall be protected from humidity and temperature variations, moisture, water intrusion, dirt, dust, or other contaminants. In harsh environments where temperatures exceed non-operational parameters established within this specification, the equipment storage facility shall be environmentally controlled to ensure temperature parameters are within equipment specification. Documentation of same shall be provided to the Government when storage is implemented.

The contractor shall keep a close inventory of the stock material indicating original quantities and including records of the service call that was used to remove materials; the inventory shall be updated after each service call and sent to the government, it is the contractor's responsibility to guarantee the security and handling of the stock material.

Products manufactured more than 2 years prior to date of delivery to site shall not be used, unless specified otherwise.

For materials not in the Equipment list or from a different brand/model or manufacturer the contractor shall submit technical information as per the requirements in Attachment 1- Specifications.

### **5.5.4. MAINTENANCE LOG**

The contractor shall keep records and logs of each task, and organize cumulative records for each major component and for the complete system chronologically. The contractor shall maintain a continuous log for all devices containing calibration, repair, and programming data. The contractor shall keep logs available for inspection on site, demonstrating that planned and systematic adjustments and repairs have been accomplished for the CCTV system.

The contractor shall separately record each service call request, as received. The form shall include the serial number identifying the component involved, its location, date and time the call was received, nature of trouble, names of the service personnel assigned to the task, instructions describing what has to be done, the amount and nature of the materials to be used, the time and date work started, and the time and date of completion. The contractor shall deliver a record of the work performed within 5 days after work is completed.

The contractor shall make any recommendations for system modification in writing to the Government. No system modifications, including operating parameters and control settings, will be made without prior approval of the Government. The contractor shall incorporate any modifications made to the systems into the operations and maintenance manuals, and other documentation affected, the contractor shall ensure that repair works do not affect the system or equipment warranties and in cases where the warranty is affected the contractor shall supply the warranty at their expense.

The contractor shall submit all software updates to the Government for approval. Upon Government approval, the contractor shall accomplish all updates in a timely manner, fully coordinated with the

CCTV system operators, operation in the system verified, and incorporated into the operations and maintenance manuals, and software documentation.

### **5.5.5. PROJECT MANAGEMENT REQUIREMENTS**

The contractor shall provide key personnel who are regularly and professionally engaged in the business of the application, installation and testing of the specified systems and equipment. There may be one key person or more key persons proposed for this solicitation depending upon how many of the key roles each has successfully provided. Each of the key personnel shall demonstrate experience in providing successful telecommunications systems within the past 3 years.

Supervisors and installers assigned to the installation of this system or any of its components shall be Building Industry Consulting Services International (BICSI) Registered Cabling Installers, Technician Level. Submit documentation of current BICSI certification for each of the key personnel.

In lieu of BICSI certification, supervisors and installers assigned to the installation of this system or any of its components shall have a minimum of 3 years of experience in the installation of the specified copper and fiber optic cable and components. They shall have factory or factory approved certification from each equipment manufacturer indicating that they are qualified to install and test the provided products. Submit documentation for a minimum of three and a maximum of five successful telecommunication system installations for each of the key personnel. Documentation for each key person shall include at least two successful system installations provided that are equivalent in system size and in construction complexity to the telecommunications system proposed for this solicitation. Include specific experience in installing and testing telecommunications systems and provide the names and locations of at least two project installations successfully completed using optical fiber and copper telecommunications cabling systems. All of the existing telecommunications system installations offered by the key persons as successful experience shall have been in successful full-time service for at least 18 months prior to the issuance date for this solicitation. Provide the name and role of the key person, the title, location, and completed installation date of the referenced project, the referenced project owner point of contact information including name, organization, title, and telephone number, and generally, the referenced project description including system size and construction complexity.

Indicate that all key persons are currently employed by the telecommunications contractor, or have a commitment to the telecommunications contractor to work on this project. All key persons shall be employed by the telecommunications contractor at the date of issuance of this solicitation, or if not, have a commitment to the telecommunications contractor to work on this project by the date that the bid was due to the Contracting Officer.

Note that only the key personnel approved by the Contracting Officer in the successful proposal shall do work on this solicitation's telecommunications system. Key personnel shall function in the same roles in this contract, as they functioned in the offered successful experience. Any substitutions for the telecommunications contractor's key personnel requires approval from The Contracting Officer.

Provide a list of the teams that will perform the works including the required certifications for work in heights, ARL, Social security and all other safety and legal requirements for performing such works under Colombian Law.

### **5.5.6. CONTRACTOR'S EXPERIENCE REQUIREMENTS**

The contractor must demonstrate minimum experience in the performance of similar work in maintenance or installation capacity as well as certifications showing training required by the manufactures in Attachment 1 – Specifications.

### **5.5.7. PERSONNEL**

The contractor shall provide the appropriate number of personnel to fully execute all task orders to be awarded under this contract. The contractor shall provide documentation to demonstrate the appropriate experience for each individual in the team. Team members must be available to carry out all the activities described in this contract.

### **5.5.8. SAFETY**

The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

1. Provide appropriate safety barricades, signs and signal lights;
2. Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
3. Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
4. Additional requirements regarding safety if the work involves the following items shall be as per required Colombian safety standards:
  - a. Scaffolding
  - b. Work at heights
  - c. Trenching or other excavation
  - d. Earth moving equipment
  - e. Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
  - f. Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
  - g. Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or hazardous noise levels.
5. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational

disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

## **5.6. RESPONSIBILITY OF CONTRACTOR**

### **5.6.1. DAMAGE TO PERSONS OR PROPERTY**

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

### **5.6.2. RESPONSIBILITY FOR WORK PERFORMED**

The Contractor shall be responsible for all materials delivered and work performed.

## **6.0 PRICES**

Prices for this IDIQ contract are established in Attachment 4.

The price shall include all direct and indirect costs, profit, shipping/delivery charges, export requirements, insurance, permits, customer support, invoicing requirements, etc. The prices will not be subject to adjustment after award. Without additional cost to INL, the Contractor shall obtain all permits, licenses, and appointments required for the work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable Colombian laws.

## **7.0 VALUE ADDED TAX**

Colombian Value Added Tax (VAT) is not applicable to this contract and shall not be included in the IDIQ prices or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

## **8.0 ORDERING PROCEDURES**

(a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue task orders hereunder:

Department of State Contracting Officers

(b) Orders placed under this contract shall contain the following information:

- 1) Date of order;
- 2) Contract number and order number;
- 3) Item number and description, quantity, and unit price;
- 4) Delivery or performance date;
- 5) Place of delivery or performance (including consignee);
- 6) Packaging, packing, and shipping instructions, if any;
- 7) Accounting and appropriation data;
- 9) Language requirements; and
- 10) Any other pertinent information.

(c) Issuance of orders by e-mail, regular mail, and facsimile are authorized in accordance with FAR 52.216-18 "ORDERING."

## **9.0 DELIVERY AND MARKING INSTRUCTIONS**

Delivery and marking instructions will be specified in each task order awarded under this contract.

## **10.0 INVOICING INSTRUCTIONS**

The Contractor must submit invoice(s) for payment via electronic invoice:

### **Electronic Invoice(s) via PDF File**

The contractor must send an electronic copy of invoice(s) to the following e-mail address: [BogotaFactura@state.gov](mailto:BogotaFactura@state.gov)

The PDF File must be marked as follows: **PR Number\_Company Name**

**For example: PR1234567\_ABCShipping.pdf**

The subject of the email must be exactly the same as the electronic invoice file name: **Subject: PR Number\_Company Name**

Vendors may request a payment status update directly from the Financial Management Center by emailing [BogotaPS@state.gov](mailto:BogotaPS@state.gov) beginning 30 days after submitting an invoice for payment.

### **A proper invoice must include the following information:**

1. Contractor's name and bank account information for payments by wire transfers;
2. Contractor's name, telephone, and mailing address;
3. Invoice date and number;
4. Procurement Request Number (PR);
5. Prompt payment discount, if any
6. Description, quantity, unit of measure, unit price, and extended price of property delivered or services performed;
7. Name, title, phone number, and address of person to contact in case of defective invoice.
8. Identification as "Original Invoice." Any copy of an Original Invoice should be marked "Copy of Original Invoice" with a sequential number (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.).

**Note: If an invoice does not comply with the above requirements, the Embassy reserves the right to reject the invoice as improper and return it to the Contractor within seven (7) calendars days. The Contractor must then resubmit a proper invoice.**

## **11.0 PLACE OF DELIVERY / PERFORMANCE**

The place of delivery and performance will be specified in each task order awarded under this contract. Currently, CCTV systems are installed in Buenaventura, Tibu, Ovejas, Chaparral, Pradera, and Caucasia.

## **12.0 INSPECTION AND ACCEPTANCE OF SUPPLIES**

Unless otherwise specified at the delivery order level, inspection and acceptance of supplies to be delivered under this contract shall be made at destination by the Contracting Officer (or an authorized representative appointed in accordance with DOSAR 652.242-70).

### **13.0 INSPECTION AND ACCEPTANCE OF SERVICES**

Unless otherwise specified at the task order level, inspection and acceptance of services to be provided under this contract shall be made by the Contracting Officer (or an authorized representative appointed in accordance with DOSAR 652.242-70).

### **14.0 INL SOURCE-NATIONALITY RESTRICTIONS**

(a) Except as may be specifically approved by the contracting officer, the contractor must procure all commodities (*e.g.*, equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR part 228 “Rules on Procurement of Commodities and Services Financed by USAID.” Guidance on eligibility of specific goods or services, and applicable INL waivers, may be obtained from the contracting officer.

(b) *Restricted goods.* The contractor must obtain prior written approval of the contracting officer or comply with required procedures under an applicable waiver as provided by the contracting officer when procuring any of the following goods or services:

- (1) Agricultural commodities;
- (2) Motor vehicles;
- (3) Pharmaceuticals and contraceptive items;
- (4) Pesticides;
- (5) Fertilizer;
- (6) Used equipment; or
- (7) U.S. Government-owned excess property.

If the contracting officer determines that the contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the contracting officer or fails to comply with required procedures under an applicable waiver as provided by the contracting officer, and has received payment for such purposes, the contracting officer may require the contractor to refund the entire amount of the purchase.

### **15.0 EXPORT RESTRICTIONS**

(a) The Contractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract.

(b) In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(c) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this order, including instances where the work is to be performed in the US where the foreign person will have access to export-controlled technical data or software.

(d) The Contractor shall be responsible for all regulatory recordkeeping requirements associated with the use of licenses and license exemptions/exceptions.

(e) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(f) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations.

## **16.0 NONPAYMENT FOR UNAUTHORIZED WORK**

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

## **17.0 STANDARDS OF CONDUCT**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity at all times and shall be responsible for their employee's performance and the quality of the employees' services. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the U. S. Government. The U.S. Government reserves the right to direct the Contractor to remove an employee from performance under this contract for failure to comply with said standards of conduct. The Contractor shall immediately replace such an employee at no additional cost to the Government.

## **18.0 SAFEGUARDING INFORMATION**

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall

include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

The Contractor, or anyone acting on its behalf, shall not refer to the supplies, services, or equipment furnished under this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer (CO).

All information provided under this scope is confidential and the contractor shall take the necessary measures to protect the information, the contractor shall not use or allow others to use the documents or disclose them to any person outside those involved in the execution of the scope of work.

All specifications, drawings, and copies thereof, and models, are property of the Government.

## **19.0 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS**

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. For the purpose of this clause, a written commitment by the Contractor is limited to the quotation submitted by the Contractor, and to specific written modifications to the quotation. Written commitments by the Contractor are further defined as including (1) any warranty or representation made by the Contractor in a quotation as to hardware or software performance; total systems performance; and other physical, design, or functional characteristics of equipment, software package or system, or installation date; (2) any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above, made in any publications, drawings, or specifications accompanying or referred to in a quotation; and (3) any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal revision to the quotation.

## **20.0 WARRANTY NOTIFICATION**

In accordance with FAR 46.706(b)(5), the Contractor shall stamp or mark the supplies delivered, or otherwise furnish notice with the supplies, of the existence of a warranty, if any. Sufficient information shall be presented for supply personnel and users to identify warranted supplies.

## **21.0 ORGANIZATIONAL CONFLICT OF INTEREST - GENERAL**

(a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

(c) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

## SECTION 2 - CONTRACT CLAUSES

### I. FAR 52.252-2 -- Clauses Incorporated by Reference (Feb 1998)

This purchase order 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 this address:

FAR and DOSAR clauses may be accessed at: <https://acquisition.gov>

NUMBER	TITLE	DATE
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
52.204-18	Commercial and Government Entity Code Maintenance.	JUL 2016
52.212-4	Contract Terms and Conditions—Commercial Items.	JAN 2017
52.225-14	Inconsistency Between English Version and Translation of Contract	FEB 2000
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.228-3	Workers' Compensation Insurance (Defense Base Act)  <b>Note:</b> The Offeror shall include 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: <a href="http://www.dol.gov/owcp/dlhwc/lscarrier.htm">http://www.dol.gov/owcp/dlhwc/lscarrier.htm</a>	JUL 2014
52.229-6	Taxes—Foreign Fixed-Price Contracts.	FEB 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
652.216-70	Ordering – Indefinite-Delivery Contract	APR 2004
652.225-71	Section 8(a) of the Export Admin Act of 1979, As Amended	JUL 1988
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States	JUL 1988
652.229-71	Personal property Disposition at Posts Abroad	AUG 1999
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999
652.247-70	Notice of Shipments	FEB 2015
652.247-71	Shipping Instructions	FEB 2015

### II. Applicable Clauses Provided in Full-Text

#### FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

**X** (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

**X** (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 Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

- \_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.
- \_\_\_ (v) Alternate IV (Nov 2016) of 52.219-9.
  
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X** (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X** (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- X** (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X** (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- \_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X** (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

**X** (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

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

\_\_\_ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

\_\_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

**X** (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

\_\_\_ (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

\_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

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

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

**X** (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f).

\_\_\_ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

**X** (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

\_\_\_ (62) (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) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- \_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- \_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- \_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- \_\_\_ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) 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 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
  - (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
  - (x) 52.222-40, 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.
  - (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
  - (xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
  - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
  - (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
  - (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
  - (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
  - (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
  - (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
  - (xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 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). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

*(End of Clause)*

#### **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 contract award** through **the expiration of the contract's ordering period.**

(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.

*(End of Clause)*

#### **52.216-19 -- Order Limitations (Oct 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$25.00 USD**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

- (1) Any order for a single item in excess of **\$150,000.00 USD**;
- (2) Any order for a combination of items in excess of **\$190,000.00 USD**; or
- (3) A series of orders from the same ordering office within **10 days** that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **three (3) days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **52.216-22 -- Indefinite Quantity (Oct 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract **after the expiration of the task order(s) period of performance.**

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

(a) The Contracting Officer may designate in writing one or more Government employees, by name and 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 **will be appointed in writing by the Contracting Officer.**

*(End of clause)*

## **RECRUITMENT OF THIRD COUNTRY NATIONALS (TCNs) FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS**

1. Where contracts exceeding \$150,000 will require the recruitment of TCNs, the offeror is required to submit a **Recruitment Plan** as part of their proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.
2. Recruitment Plans must:
  - a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.
  - b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.
  - c. State in the offer that the recruited employee will not be charged recruitment fees. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State contracts.
  - d. Recruitment fees include but are not limited to the following fees, charges, or costs:
    - i. for soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, or placing potential employees;
    - ii. for covering the cost, in whole or in part, of advertising;
    - iii. for certifying labor applications;
    - iv. for processing petitions;
    - v. for visas and any fee that facilitates an employee obtaining a visa such as appointment and application fees;
    - vi. for government-mandated costs such as border crossing fees;
    - vii. for procuring photographs and identity documentation, including any nongovernmental passport fees;
    - viii. fees charged as a condition of access to the job opportunity, including procuring medical examinations and immunizations and obtaining background, reference and security clearance checks and examinations; and
    - ix. for an employer's recruiters, agents or attorneys.
  - e. Any fee, charge, or cost may be a recruitment fee regardless of whether it is deducted from wages, paid back in wage or benefit concessions, paid back as a kickback, bribe or tribute, remitted in connection with recruitment, or collected by an employer or a third party, including but not limited to agents, recruiters, staffing firms (including private employment and placement firms), subsidiaries/affiliates of the employer and any agent or employee of such entities.

- f. Recruitment fees included by the prime contractor in the contract price must be allowable by country law, allocable to the contract based on benefit to the program, and reasonable based on what a prudent businessperson would pay for similar expenses and charges. The reasonableness of recruitment fees should be assessed based on the reasonableness of the individual components.
  - g. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.
  - h. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
  - i. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.
3. The offeror will submit a **Housing Plan** if the contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes. Contractor shall comply with any Temporary Labor Camp standards contained in their contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.
4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:
- a. Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents or passports. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation.
  - b. Contractor shall provide employees with signed copies of the/their employment contracts that define the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. Contracts must be provided prior to employee departure from their countries of origin. Fraudulent recruiting practices, including deliberately misleading information, will be considered a material breach of this contract.
  - c. Contractor shall provide all employees with the Department's "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/j/tip> or from the Contracting Officer.

- d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer's Representative.
  - e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the TCNs being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at [OIGHOTLINE@STATE.GOV](mailto:OIGHOTLINE@STATE.GOV).
  - f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers who have traveled from other countries for contract performance except an employee legally permitted to remain in the country of work and who chooses to do so; including an employee who is a victim of trafficking seeking victim services and/or legal redress in the country of employment and/or is a witness in a trafficking-related enforcement action.
  - g. Contractor shall monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.
  - h. The contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country nationals for subcontractor performance.
5. For contracts or subcontracts other than commercially available off the shelf items with performance overseas valued at \$500,000 or more, offerors will certify with the submission of their proposal and annually thereafter that the contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent human trafficking and to comply with the provisions of this clause. The certification will confirm that, to the best of its knowledge and belief of the signatory, neither the prime nor subcontractor have engaged in any trafficking related activities, including the procurement of a commercial sex act during the period of the contract, the use of forced labor in the performance of the contract, acts that support trafficking in persons such as destroying or confiscating employees' documents or failing to provide return transportation, soliciting employees by use of fraud or charging recruitment fees or providing sub-standard housing described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause.

*(End of clause)*

## SECTION 3 - SOLICITATION PROVISIONS

### I. FAR 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR and DOSAR clauses may be accessed at: <https://acquisition.gov>

NUMBER	TITLE	DATE
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.211-6	Brand Name or Equal	AUG 1999
52.212-1	Instructions to Offerors—Commercial Items	JAN 2017
52.214-34	Submission of Offers in the English Language	APR 1991

### II. Applicable Solicitation Provisions Provided in Full-Text

#### 652.206-70 -- Advocate for Competition/Ombudsman (FEB 2015)

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

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto:cat@state.gov).

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [*insert name*], at [*insert telephone and fax numbers*]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns,

issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite1060, SA-15, Washington, DC 20520.

(End of provision)

### **III. Addendum to FAR 52.212-1**

#### **1.0 QUESTIONS REGARDING THIS SOLICITATION**

To be considered, all questions pertaining to this solicitation must be emailed to [FernandezJM@state.gov](mailto:FernandezJM@state.gov) no later than **July 24, 2017**. Questions received after this date and time may not be answered prior to the solicitation closing.

#### **2.0. SUBMISSION OF QUOTATIONS**

To be considered for award quotations must be submitted via email to [FernandezJM@state.gov](mailto:FernandezJM@state.gov). Quotations must be received by the Government, at the abovementioned email addresses, **no later than 15:00 hours local (Bogota, Colombia) time on August 1, 2017**. Quotations received after this exact date and time will not be considered for award. No other method of quotation submission is acceptable. Quotations received through other methods will not be considered for award.

If your company's quotation will exceed 5 MB you must contact [FernandezJM@state.gov](mailto:FernandezJM@state.gov) to receive further instructions.

#### **3.0. QUOTE PREPARATION INSTRUCTIONS**

To be considered for award, each quote must include:

- (a) Completed SF-1449. Complete blocks 12, 17 (a and b), and 30 (a, b, and c).
- (b) Completed copy of Attachment 4.
- (c) Include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (d) List of clients over the past three (3) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). Quoters 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 quoter'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.

Utilize Attachment 6 to submit present and past performance information. This documentation must also address the experience requirements established in the section "Contractor's Experience Requirements".

- (e) Documentation of the company: According to the information requested in Attachment 5 – Firm and Project Information.
- (f) Provide documentation showing proposed Key Personnel meet the requirements of Section 5.5.5 and 5.5.7. Include education and experience of each proposed key person.
- (g) Include:
  - General work plan describing how the Contractor will carry out the work.
  - Stock Material Procurement and Storage plan describing how the Contractor will acquire the materials and the details of the warehousing including location, conditions, control and transport to the sites. Describe procedures for controlling stock.
  - Proposed quality control and assurance procedures.
- (h) Evidence that the quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work.
- (i) The quoter 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.
- (j) Representations and Certifications: Complete, sign, and submit all representations and certifications included in section 5 of this solicitation.

## SECTION 4 - EVALUATION FACTORS

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

- The Government reserves the right to reject quotations that are incomplete, non-compliant with the terms of this solicitation, or that are unreasonably high in price.
- Award will be made to the lowest priced, technically acceptable, responsible quoter. **The Government intends to award a single IDIQ contract as a result of this solicitation.**
- The Government will evaluate an offeror's past and present record of performance. Only those offeror's whose past and present record of performance demonstrates successful completion of contract requirements and flexibility in meeting customer requirements will be considered for award. The Government will only consider past performance references that are not older than three (3) years from the date of release of this solicitation and that are similar in size, scope, and complexity to solicitation requirements.
- To be considered technically acceptable, a quoter must demonstrate its proposed key personnel meet the requirements of Section 5.5.5. and 5.5.7.
- To be considered technically acceptable, a quoter must demonstrate its company meets the requirements of 5.5.6. Additionally, the proposed general work plan and stock material procurement and storage plan must be acceptable.
- For evaluation purposes, the price will be determined by multiplying the offered prices times the quantities stated in the schedule, and arriving at a grand total, including all options, if any.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1.
- Unless an exception in FAR 4.1102 applies, a quoter must be registered in SAM ([www.sam.gov](http://www.sam.gov)) in order to be eligible for award. If the quoter does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered quoter.

### 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 U.S. Embassy Bogota exchange rate (<http://ice.cgfs.state.sbu/>) 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.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### I. FAR 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR and DOSAR clauses may be accessed at: <https://acquisition.gov>

NUMBER	TITLE	DATE
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements -- Representation	JAN 2017
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications	OCT 2015
652.225-70	Arab League Boycott of Israel	AUG 1999

### FAR 52.212-3 Offeror Representations and Certifications—Commercial Items (JAN 2017) (DEVIATION 2017-01)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision—

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR 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 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

*Sensitive technology—*

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

(1) Means a small business concern—

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*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 <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

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

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  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  is,  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  is,  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  is,  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  is,  is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  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  is,  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  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It  has developed and has on file,  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  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) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No.:  
Country of Origin:

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”

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

Line Item No.		Country of Origin

[List as necessary]		

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

*Other Foreign End Products*

Line Item No.:  
Country of Origin:

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If *Alternate I* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

\$(List as necessary)

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.

Country of Origin

\$(List as necessary)

(g)(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

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

Line Item No.	Country of Origin
[List as necessary]	

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin

[List as necessary]		

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) 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.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

<b>Listed End Product</b>	<b>Listed Countries of Origin</b>
Bricks	Afghanistan, Burma, China, India, Nepal, and Pakistan
Cassiterite (tin ore)	Democratic Republic of the Congo
Coltan (tantalum ore)	Democratic Republic of the Congo
Electronics	China
Granite	Nigeria
Gravel	Nigeria
Rubber	Burma
Stones	India, Nepal
Wolframite (tungsten ore)	Democratic Republic of the Congo

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  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.

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(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 not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, 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 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

- (i) It  is,  is not an inverted domestic corporation; and
- (ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

*(Do not use a “doing business as” name)*

Is the immediate owner owned or controlled by another entity:  Yes or  No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

*(Do not use a “doing business as” name)*

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and

Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_.

(Do not use a “doing business as” name).

(s) RESERVED

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(End of provision)

*Alternate I* (OCT 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

(End of provision)

## **ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE**

(a) The offeror certifies, to the best of its knowledge and belief, that it [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in FAR 9.501, which relates to the work to be performed pursuant to this solicitation. As used herein, "offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.

(b) If the offeror is aware of any such information, the offeror shall provide a disclosure statement as part of its proposal which describes in a concise manner all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror may have a potential organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict

(c) The Government will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to the Government, will be used to determine whether an award to the offeror may create an organizational conflict of interest. If an organizational conflict of interest is found to exist, the Government may

- (1) impose appropriate conditions which avoid such conflict,
- (2) disqualify the offeror, or

(3) determine that it is otherwise in the best interest of the United States to contract with the offeror by including appropriate conditions mitigating such conflict in the resultant contract.

(d) Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(e) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**RECRUITMENT OF THIRD COUNTRY NATIONALS AND PROVISION OF EMPLOYER FURNISHED HOUSING CERTIFICATION**

(a) The offeror certifies that Third Country Nationals [ ] will [ ] will not be recruited to perform work under this contract.

(b) The offeror certifies that employer furnished housing [ ] will [ ] will not be provided under this contract.

**CERTIFICATION**

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete.

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LIST OF ATTACHMENTS**

<b>Attachment No.</b>	<b>Title / Description</b>	<b>Pages</b>	<b>Date</b>
Attachment 1	Specifications	716	17 Jul 2017
Attachment 2-A	Drawings – Buenaventura	38	20 May 2015
Attachment 2-B	Drawings – Caucasia	26	20 May 2015
Attachment 2-C	Drawings – Chaparral	25	20 May 2015
Attachment 2-D	Drawings – Ovejas	26	20 May 2015
Attachment 2-E	Drawings – Tibu	24	20 May 2015
Attachment 2-F	Drawings – Pradera (Pending)	Pending	Pending
Attachment 3	Current Equipment List	2	17 July 2017
Attachment 4	Price Schedule	Excel Workbook, 1 Tab	6 July 2017
Attachment 5	Firm and Project Information	1	17 Jul 2017
Attachment 6	Past Performance Information	1	17 Jul 2017