To: Prospective Offerors

Subject: Solicitation number SBN15017Q0002

Enclosed is a Request for Quotations (RFQ) for preventive maintenance of Automatic Voltage Regulations at NEC. If you would like to submit a proposal, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the attention of:

General Services Officer
Boulevard de la Marina,
01 BP 2012, Cotonou, Benin
CotonouGSOBids@State.gov

On or before 10:00 am local time on January 11, 2017. No quotation will be accepted after this time. Embassy encourages submission of electronic version to the email address cited above.

In order for a proposal to be considered, you must also complete and submit the following:
1. SF-1449
2. Section B, Pricing Schedule
3. Section K, Representations and Certifications;
4. Additional information as required in Section L.

The successful offeror(s) will be required to have a DUNS number and be registered in SAM/CCR through the following sites: DUNS – www.dnb.com and SAM/CCR www.sam.gov.

Direct any questions regarding this solicitation to the Contracting Officer Amber J McCoy by letter or by telephone number +229 21-300-650 during regular business hours or by email at CotonouGSOBids@state.gov.

Sincerely,

Sarah E Kahnt
Contracting Officer
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- Exhibit A - List of Tasks to be Performed (Statement of Work) and Equipment List

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- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions
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- Evaluation Factors

Section 5 - Representations and Certifications
- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12
**OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

1. **REQUISITION NUMBER**: 57

2. **CONTRACT NO.**

3. **AWARD/EFFECTIVE DATE**: 01/08/2016

4. **ORDER NUMBER**

5. **SOLICITATION NUMBER**: SBN15017Q0002

6. **SOLICITATION ISSUE DATE**: 12/08/2016

7. **OFFER DUE DATE/LOCAL TIME**: 01/11/2017 at 10:00AM

8. **FOR SOLICITATION INFORMATION CALL**
   - Name: Ayawo Agboto
   - Telephone Number: +229 2136 7977

9. **11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE**

10. **15. DELIVER TO**
    - Code: 0
    - Name: American Embassy Cotonou
    - Address: Marina Avenue, 01 BP 2012, Cotonou, Republic of Benin
    - Telephone: +229 2136 7977

11. **14.  METHOD OF SOLICITATION**
    - RFQ

12. **18a. PAYMENT WILL BE MADE BY**
    - Code: 0
    - Name: Financial Management Office
    - Address: American Embassy Cotonou, Marina Avenue, 01 BP 2012, Cotonou, Republic of Benin
    - Telephone: +229 2136 7977

13. **19. ITEM NO.**

14. **20. SCHEDULE OF SUPPLIES/SERVICES**

15. **21. QUANTITY**

16. **22. UNIT**

17. **23. UNIT PRICE**

18. **24. AMOUNT**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Schedule of Supplies/Services</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Preventive Maintenance of Automatic Voltage Regulators</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

19. **ACCOUNTING AND APPROPRIATION DATA**

20. **TOTAL AWARD AMOUNT**

**ACCOUNTING AND APPROPRIATION DATA**

**TOTAL AWARD AMOUNT**

**SIGNATURE OF CONTRACTING OFFICER**

**NAME OF CONTRACTING OFFICER (Type or Print)**

**DATE SIGNED**

Sarah E Kahnt

**DATE SIGNED**

**AUTHORIZED FOR LOCAL REPRODUCTION**

STANDARD FORM 1449 (REV.3/2005)

PREVIOUS EDITION IS NOT USABLE

Computer Generated

Prescribed by GSA - FAR (48 CFR) 5.212
SECTION 1 - THE SCHEDULE

1.0 DESCRIPTION

The American Embassy in Cotonou requires preventive maintenance services for two identical low voltage automatic voltage regulators. These services shall result in all systems being serviced under this agreement being in good operational condition when activated.

1.1. TYPE OF CONTRACT

This is a firm fixed price contract. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The contract price will not be adjusted due to fluctuations in currency exchange rates.

The currency of this contract is ____________ (Offeror to identify currency)
Local companies shall offer in local currency.

1.2. PERIOD OF PERFORMANCE

The contract will be for a period of one-year, with a maximum of four one-year optional periods of performance and will be expected to commence no later than November 2, 2016.

2.0 PRICING

The rates below include all costs associated with providing preventive maintenance services in accordance with the attached scope of work, and the manufacturer’s warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and Goods & Services Tax (GST) (if applicable).

Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy Cotonou has a tax exemption certificate from Benin Republic government.

2.1. Base Year. The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Quantity of Equipment</th>
<th>Type of services</th>
<th>No. of service</th>
<th>Unit price / service</th>
<th>Total per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Routine Scheduled Maintenance for the Low Voltage Automatic Voltage Regulator</td>
<td>2</td>
<td>Annual</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Base Year
2.2. Option Year 1. The Contractor shall provide the services shown below for Option Year 1 of the contract, and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Quantity of Equipment</th>
<th>Type of services</th>
<th>No. of service</th>
<th>Unit price / service</th>
<th>Total per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>Routine Scheduled Maintenance for the Low Voltage Automatic Voltage Regulator</td>
<td>2</td>
<td>Annual</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.3. Option Year 2. The Contractor shall provide the services shown below for Option Year 2 of the contract, and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Quantity of Equipment</th>
<th>Type of services</th>
<th>No. of service</th>
<th>Unit price / service</th>
<th>Total per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>Routine Scheduled Maintenance for the Low Voltage Automatic Voltage Regulator</td>
<td>2</td>
<td>Annual</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.4. Option Year 3. The Contractor shall provide the services shown below for Option Year 3 of the contract, and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Quantity of Equipment</th>
<th>Type of services</th>
<th>No. of service</th>
<th>Unit price / service</th>
<th>Total per year</th>
</tr>
</thead>
</table>
2.5. Option Year 4. The Contractor shall provide the services shown below for Option Year 4 of the contract, and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Quantity</th>
<th>Type of services</th>
<th>No. of service</th>
<th>Unit price / service</th>
<th>Total per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>301</td>
<td>Routine Scheduled Maintenance for the Low Voltage Automatic Voltage Regulator</td>
<td>2</td>
<td>Annual</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Option Year 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.6. Total for all years:
- Base Year
- Option Year 1
- Option Year 2
- Option Year 3
- Option Year 4
- TOTAL

3.0 NOTICE TO PROCEED

After Contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of Contract award unless the Contractor agrees to an earlier date) on which performance shall start.
DESCRIPTION/SPECIFICATION/WORK STATEMENT

4.0 EQUIPMENT AND PERFORMANCE REQUIREMENTS

4.1. The American Embassy in Cotonou requires the Contractor to maintain the following systems in a safe, reliable and efficient operating condition. Please see equipment list included in Exhibit A for a more detailed description.

1) Equipment Description: There are two identical low voltage regulator installed. Here are the technical information the manufacturer provided:

- Type: PCS100 AVC Active Voltage Conditioner - Utility sag and surge correction / Load voltage regulation
- Model Number: PCS100-07-400/50-05B-30-R+BB
- Serial Number: 2UC60051462 / 2UC60051426
- Name: AVCE / AVCU
- Rated Supply Voltage: 400V (380V – 415V) / 50Hz
- Rate Power : 2000kVA @400V

4.2. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, as well as all transportation, equipment, tools, supplies and materials required to perform inspection, maintenance, and component replacement as required to maintain the systems in accordance with this work statement. Under this Contract the Contractor shall provide:

- The services of trained and qualified technicians to inspect, adjust, and perform scheduled preventive maintenance.
- During the performance of this work the COR must be immediately made aware of any condition discovered that could result in equipment failure.

4.3. Performance Standards

It is expected that the contractor will complete all tasks under this agreement and that upon completion the AVR will be reactivated in good working order. The Contractor shall schedule all preventive maintenance work with the site Facility Manager to avoid disrupting the business operation of the Embassy.

5.0 HOURS OF PERFORMANCE

5.1. The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of [8:00] AM and [5:30] PM Monday through Thursday and [7:30] AM and [1:30] PM Fridays. No work shall be performed on U.S. Government and local holidays. Below is a list of the holidays.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>American</td>
</tr>
<tr>
<td>Traditional Religions Day</td>
<td>Beninese</td>
</tr>
<tr>
<td>MLK's Birthday</td>
<td>American</td>
</tr>
</tbody>
</table>
6.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

6.1 General. The Contractor shall designate a representative who shall supervise the Contractor’s technicians and be the Contractor’s liaison with the American Embassy. The Contractor’s employees shall be on-site only for contractual duties and not for any other business or purpose. Contractor employees shall have access to the equipment and equipment areas and will be escorted by Embassy personnel.

6.2 Personnel Security. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this Contract prior to their utilization. Submission of information shall be made within 5 days of award of contract. No technician will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled visit.

6.2.1 Vehicles. Contractor vehicles will not be permitted inside the embassy compound without prior approval. If you need to have vehicle access please submit your vehicle information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This should be submitted to the Facility Manager at least one (1) week prior to the visit.

6.2.1 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.
6.3 Security Clearances. All Work under this contractor that are designated as non-CAA areas may be performed by un-cleared American or local workers. However, all work done in CAA and PCC areas shall be performed by cleared American Construction personnel as needed to complete the services. The Contractor shall work closely with the COR, the Post Facility Manager.

6.3.1 The Contractor must comply with all of the following requirements relating to the protection of U.S. Embassy in Conakry, Guinea Diplomatic personnel, property and compound project information and cooperate fully in all security matters Sensitive But Unclassified (SBU) and information that may arise relating to this contract.

Contractor personnel may also be exposed to various documents and signs, including Post notices, event schedules, DoS regulations and conversations or announcements relating to the operation of the U. S. Embassy Conakry and diplomatic personnel. This information should not be shared with anyone not employed by or falling under the protection of the Embassy.

Contractor personnel may be exposed to various documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs, and specifications, received or generated in conjunction with this contract. These documents contain information associated with diplomatic facilities for the U.S. Department of State. These documents have been marked with the handling designations “Unclassified” or “Sensitive But Unclassified” and US Government warnings against reproduction and distribution. These documents require special handling and dissemination restrictions. All handling designations and warnings on original documents must be reproduced on subsequent copies.

The loss, compromise, or suspected compromise or loss of any SBU information, contract related information (personnel files, payroll information, etc.), any post or diplomatic facility related information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs), or ANY information which may adversely affect the security interests of the United States, must be immediately brought to the attention of the Contracting Officer (CO) and Contracting Officer’s Representative (COR).

Photographs of any diplomatic overseas building or facility must be authorized in advance by the COR and Regional Security Officer (RSO), who will establish any controls, limits, and/or restrictions as necessary. Exposed film depicting any Controlled Access Area and/or sensitive equipment must be developed in a U.S.- controlled environment by appropriately cleared personnel. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

Transmission of any information marked Sensitive But Unclassified (SBU) or contract/personnel sensitive information, via the Internet, is prohibited. SBU information can be transmitted via ProjNet, mail, FedEx (or other commercial carrier) or fax, or handcarried by authorized contractor personnel.

Discussion of U.S. Diplomatic post activities while not on post, to include in homes, hotel rooms, restaurants and all other public places, is prohibited. Any contact with host or third country nationals that seems suspicious (such as undue curiosity in the project or project personnel) shall be reported immediately to the COR and RSO.

The Contractor and its employees shall exercise 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 of services under this contract which has not been made public, except to the
extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company or personal websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

6.4 Standards of Conduct

6.4.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

6.4.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

6.4.3 Neglect of Duties. Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

6.4.4 Disorderly Conduct. The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

6.4.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

6.4.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

6.4.7 Key Control. The Contractor will not be issued any keys. The keys will checked out from Post 1 by a “Cleared American” escort on the day of service requirements.

6.4.8 Notice to the Government of Labor Disputes. The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.
7.0 SCHEDULED PREVENTIVE MAINTENANCE

7.1 General

7.1.1. The Contractor shall perform preventive maintenance as outlined in Exhibit A - STATEMENT OF WORK. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and deterioration when units are activated/running.

7.1.2. The Contractor shall inventory, supply and replace expendable parts (eg, filters, belts, hoses, gaskets) that have become worn down due to wear and tear. The Contractor shall maintain a supply of expendable and common parts on site so that these are readily available for normal maintenance to include: hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), grease, sealant, thermostat, fuses; in addition to the appropriate tools, testing equipment, safety shoes and apparel for technicians, personal protective equipment (hands, hearing, eye protection), MSDS, cleaning material and oil spill containment kits. The contractor should inventory the supply after each visit and order replacement supplies and have them delivered on site.

7.1.3. Exclusion. This contract does NOT include repair of equipment and replacement of hardware (e.g. bearings, pistons, piston rings, crankshaft, gears.) Hardware replacements will be separately priced out by the Contractor for the Government’s approval and acceptance. The Government has the option to accept or reject the Contractor’s quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If required by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

7.1.4. Replacement/repair of any electronic or electrical parts must be approved by the COR prior to installation of the part. If the Contractor proceeds to replace any electronic or electrical parts without COR approval, the Contractor shall de-install the parts at no cost to the Government.

7.2 Checklist Approval

The Contractor shall submit to the COR a schedule and description of preventive maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format for the COR’s approval prior to contract work commencement.

7.2.1. The Contractor shall provide trained technicians to perform the service at frequencies stated in Exhibit A and on the equipment called out in preventive maintenance of Automation Voltage Conditioner. The technician shall sign off on every item of the checklist and testing/inspection report and leave a copy of this signed checklist with the COR or the COR’s designate after the maintenance visit.

7.2.2. It is the responsibility of the Contractor to perform all manufacturers’ recommended preventive maintenance as well as preventive maintenance recommended by the manufacture technical manuals for the respective equipment.

8.0 PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required by this Contract. The Contractor
shall provide all of the necessary materials and supplies to maintain, service, inspect and test all the systems to be maintained.

Contractors shall submit with their proposals any copies of applicable LV AVR manufacture training certificates or provide a business letter supporting the ability of their LV AVR technician(s) to work on the brand and model LV AVR system set forth in this agreement. This letter must be on company letterhead and signed by a company executive. Do not send a copy of an individual’s resume.

8.1 **Contractor furnished materials** will include but not limited to appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing and eye protection, MSDS, cleaning material and oil spill containment kit. Expendable/consumable items (e.g. hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), generator starting batteries, grease, sealant, thermostat, fuse), will be maintained in the onsite inventory. See 7.1.2.

8.2 **Repairs**. Repairs are not included in this contract. See Item 7.1.3. Exclusions.

8.3 **Disposal of used oil, fuel, battery and other toxic substances**. The Contractor is responsible for proper disposal of toxic/hazardous substances. All material shall be disposed of according to Government and Local law. After proper disposal the contractor must show proof of authorized disposal of these toxic/hazardous substances.

9.0 **Site Trip Report**. The contractor shall provide two (2) copies of a typed summary report within 30 days of site work statement completion. The report must be written in the English language. The report can be either hard copy or delivered electronically. One report to be delivered to the US Embassy point of contact (Facility Manager or GSO) and the other report is to be sent electronically to the OBO Power Systems Support Program, James Alden, Aldenji@state.gov. At a minimum the report shall include the following information:

1. Narrative summary of all findings, problems, and corrective action pertaining to the existing AVR. Include all input and output voltage and amperage readings.
2. **BOM** noting any required repair parts as noted in section III
3. BOM for any recommended spare parts, separate from the required BOM.
4. **SOP** for the Lock Out / Tag Out procedures isolating the equipment.

10. **DELIVERABLES**

The following items shall be delivered under this contract:

<table>
<thead>
<tr>
<th>Description</th>
<th>QTY</th>
<th>Delivery Date</th>
<th>Deliver to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Names, biographic data, police clearance on Contractor personnel (#6.2)</td>
<td>1</td>
<td>5 days after contract award</td>
<td>COR</td>
</tr>
<tr>
<td>Certificate of Insurance (#10.2)</td>
<td>1</td>
<td>10 days after contract award</td>
<td>COR</td>
</tr>
<tr>
<td>Certification of disposal of toxic chemicals by local authorities (#8.3)</td>
<td>1</td>
<td>After each change</td>
<td>COR</td>
</tr>
<tr>
<td>Checklist signed by Contractor’s employee (#7.2.1)</td>
<td>1</td>
<td>Within 3 days of service</td>
<td>COR</td>
</tr>
<tr>
<td>Personnel Training Certificates (#8.0)</td>
<td>1</td>
<td>Should accompany the bid</td>
<td>COR</td>
</tr>
<tr>
<td>Site Trip Report (#9.0)</td>
<td>2</td>
<td>Within 30 days after service</td>
<td>COR</td>
</tr>
</tbody>
</table>
11.0 **INSURANCE REQUIREMENTS**

11.1 **Personal Injury, Property Loss or Damage (Liability).** The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor’s personnel in the performance of this Contract.

The Contractor’s assumption of absolute liability is independent of any insurance policies.

11.2 **Insurance.** The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this Contract, whatever insurance is legally necessary. The **Contractor shall carry the following minimum insurance:**

**Public Liability Insurance**

<table>
<thead>
<tr>
<th></th>
<th>Bodily Injury</th>
<th>Property Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$20,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>Per occurrence</td>
<td>$35,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Cumulative</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Workers’ Compensation and Employer’s Liability**

11.3 **Worker's Compensation Insurance.** The Contractor agrees to provide all employees with worker's compensation benefits as required under local laws (see FAR 52.228-4 “Worker’s Compensation and War-Hazard Insurance Overseas”).

12.0 **LOCAL LAW REGISTRATION**

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the Contract shall be payable by the Contractor without Government reimbursement.

13.0 **QUALITY ASSURANCE PLAN (QAP).**

13.1 **Plan.** This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the Contract. The role of the Government is to conduct quality assurance to ensure that Contract standards are achieved.

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>PWS Para</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services.</td>
<td>1 thru 12</td>
<td>All required services are performed and no more than one (1) customer complaint is received per month</td>
</tr>
</tbody>
</table>

13.2 **Surveillance.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
13.3 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

13.4. Procedures.

13.4.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.

13.4.2 The COR will complete appropriate documentation to record the complaint.

13.4.3 If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

13.4.4 If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

13.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

13.4.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

13.4.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

13.4.8 Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

14. TRANSITIONS/CONTACTS

Within [30] days after contract award, the Contracting Officer may ask the contractor to develop a plan for preparing the contractor to assume all responsibilities for preventive maintenance services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.
Exhibit A - STATEMENT OF WORK

I. GENERAL INFORMATION:

The United States Embassy in POST requires professional services and contractor cost proposals to perform preventive maintenance services of the facility’s AVRs.

II. PROJECT REQUIREMENTS:

DESCRIPTION OF EQUIPMENT *:

*Please see attachment at the end of this sheet for more details

III. GENERAL REQUIREMENTS:

The Contractor under this SOW will be responsible for labor, tools, and materials required to carry out all preventive maintenance as outlined in this SOW. Embassy staff has service manuals for all Generators and AVRs on-site.

IV. SCOPE OF WORK - AVR PREVENTIVE MAINTENANCE

Contractor shall provide all materials, supervision, labor, tools and equipment to perform Preventive Maintenance. All personnel working in the vicinity shall wear and/or use safety protection while all work is performed. All personnel working in the vicinity shall be qualified to perform all scope requirements; LV-AVR manufacture calibration and start-up procedures. Any questions or injuries shall be brought to the attention of the Post Occupation Safety and Health Officer (POSHO). Material Safety Data Sheets (MSDS) shall be provided by the Contractor for all HAZMAT materials. Copies will be provided to the COR for approval.

If any discrepancies are found with the UPS equipment that are not covered under this scope of work then the contractor must provide the following:

1. Detailed report noting the discrepancy found.
2. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.

At a minimum, the following work must be done:

Annual Schedule:

1. Coordinate site visit service dates with the embassy Facility Manager. Pre-arrange a switch over to maintenance bypass, or static bypass.
2. Perform Lock-out/Tag-out the LV AVR input power and verify a de-energized and safe working condition prior to accessing internal LV AVR components. Provide a Lock-out/Tag-out SOP noting power isolation points and isolation steps in the final report.
3. Perform annual preventive maintenance to include interior and exterior cleaning of the LV AVR. Remove panels and clean dust, dirt, and foreign particles. Use special care on thyristors, heat sinks, and control assemblies.
4. Ensure cabinet airflow.
5. Replace any failing cabinet fans using site spares.
6. Replace air filters as applicable.
7. Inspect all connections, components, and internal wiring for signs of overheating or damage.
8. Provide a BOM for any noted deficiencies requiring follow-up repair.
10. Check and verify system output voltage adjustments. Check all logic adjustments, meter parameters and settings.
11. Perform all function tests (REPO, Over/Under Voltage) and calibrate unit.
12. Provide the Post Facility Manager with a Bill of Materials (BOM) noting any required or suggested material replacements not presently onsite, along with the item’s part number, unit price, and availability.
13. Restore the AVR to its online condition. If any discrepancies remain, which prohibit the unit from supporting the load, the contractor’s technician must notify the COR and post FM of these discrepancies and the units bypass condition immediately. Ensure proper system operation and work acceptance prior to leaving site.
14. Test all LV AVR alarms and remote alarm panels.
15. Provide a narrative summary of all findings, and conditions. Include all input and output voltage, amperage, and frequency readings.
16. Provide the required deliverables listed below which include system training; a complete list of all LV AVR spares onsite; a narrative summary of all findings, repairs, conditions, and readings.

**PROCEDURES for 5-YEARS SCHEDULE**

1. Inspect the PCS100 AVC Controller and Transformer enclosures for excessive dust build up and clean if necessary.
2. Clean any dust from voltage and current sense boards with a soft brush. Do not touch or move wires.
3. Inspect air paths for blockages or obstructions.
4. Inspect or thermally scan for any over-heating of bus bar or cable joints.
5. Replace inverter fan assemblies.
6. Replace rectifier fan assemblies.
7. Replace transformer fan assemblies.
8. Evaluate the following assemblies for replacement. (They should be replaced every 10 years.)
a. Inverter and rectifier DC bus capacitors.
b. SCM Battery.
c. Auxiliary Master (and Slave) Module LVDC power supplies.

**TOOLS, MATERIALS, AND EQUIPMENT (5 YEARS)**

1. Electrician’s tool set.
2. Cleaning materials.
3. Canned air.
4. Thermal imaging equipment.
5. Replacement fans (Inverter, Rectifier, Transformer)
6. Inverter and rectifier DC bus capacitors.
7. SCM battery.
8. LVDC power supplies.
### Equipment List:

<table>
<thead>
<tr>
<th>Loop</th>
<th>Description</th>
<th>CMMS ID</th>
<th>Location</th>
<th>PN No.</th>
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<td>606</td>
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### Equipment Technical data:

#### 400 V Supply Voltage

##### PCS100 AVC 30% Models

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*Note: To compile the Type Code, please fit the right transformer connection or Lianzhi transformer configuration in place of the y.*
SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4  CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015), is incorporated by reference (see SF-1449, Block 27A)

52.212-5  CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2016)

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


(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:

   __ (5) [Reserved].
   __ (10) [Reserved].
   (ii) Alternate I (Nov 2011) of 52.219-3.
(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
   (ii) Alternate I (JAN 2011) of 52.219-4.
   (13) [Reserved]
   (ii) Alternate I (Nov 2011).
   (iii) Alternate II (Nov 2011).
   (iii) Alternate II (Mar 2004) of 52.219-7.
(16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
   (iii) Alternate II (Oct 2001) 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 (Nov 2011) (15 U.S.C. 637(a)(14)).
(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(ii)).
(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
____ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
____ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
____ (ii) Alternate I (Jun 2014) of 52.223-14.
____ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
____ (ii) Alternate I (Jun 2014) of 52.223-16.
____ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
____ (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.

(44) **52.225-13**, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(45) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](https://www.law.cornell.edu/uscode/text/10/2302)).

(46) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](https://www.law.cornell.edu/uscode/text/42/5150)).

(47) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](https://www.law.cornell.edu/uscode/text/42/5150)).


(50) **52.232-33**, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](https://www.law.cornell.edu/uscode/text/31/3332)).

(51) **52.232-34**, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](https://www.law.cornell.edu/uscode/text/31/3332)).

(52) **52.232-36**, Payment by Third Party (May 2014) ([31 U.S.C. 3332](https://www.law.cornell.edu/uscode/text/31/3332)).

(53) **52.239-1**, Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](https://www.law.cornell.edu/uscode/text/5/552a)).

(54) (i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241(b)](https://www.law.cornell.edu/uscode/text/46/1241) and [10 U.S.C. 2631](https://www.law.cornell.edu/uscode/text/10/2631)).

(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](https://www.law.cornell.edu/uscode/text/41/chapter/67)).


(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 \textit{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—


(ii) \textit{52.219-8}, Utilization of Small Business Concerns (Oct 2014) (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.

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

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


(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(ix) 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.


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


(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).


(xvii) 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.

(xviii) 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.
ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

These addresses are subject to change. You may also use an internet “search engine” (for
example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

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

52.217-8  OPTION TO EXTEND SERVICES (NOV 1999)

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

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

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

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

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

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor’s employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm .

(End of clause)
CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);

2) Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

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

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit electronic copy of the invoice to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Invoice must be submitted electronically to:

Financial Management Office
CotonouDBO@State.gov

(c) Contractor Remittance Address. The Government will make payment to the Contractor’s address stated on the cover page of this contract, unless a separate remittance address is shown below:
(a) The Department of State observes the following days* as holidays:

- New Year’s Day
- Traditional Religions Day
- Martin Luther King’s Birthday
- Washington’s Birthday
- Easter Monday
- International Labor Day
- Ascension
- Whit Monday
- Memorial Day
- Independence Day
- Ramadan
- Benin Independence Day
- Assumption Day
- Labor Day
- Tabaski
- Columbus Day
- All Saints Day
- Veterans Day
- Thanksgiving Day
- Maouloud
- Christmas Day

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

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor’s personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer’s Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Building Engineer.

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden `compliance with the boycott,'' and are therefore exempted from Section 8(a)’s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:
   (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
   (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual’s family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products,
or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73  AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

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

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

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

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS
(FEBRUARY 28, 2012)

1. On contracts exceeding $150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a Recruitment Plan as part of the proposal. Contractors providing employer furnished housing are required to submit a Housing Plan.

2. Recruitment Plan
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. Provide sample recruitment agreement in English.
d. State in the offer that the recruited employee will not be charged recruitment or any similar 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 jobs.
e. State in the offer that the contractor’s recruitment practices comply with recruiting nation and host country labor laws.
f. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
h. 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 or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this 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 hold employee passports and other identification documents longer than 48 hours without employee concurrence. 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.
   b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee’s native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.
   c. Contractor shall provide all employees with a “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/g/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 Representative (COR).
   e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals 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.
   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 imported for contract performance.
   g. Contractor will 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 these requirements.
   h. The contractor agrees to include this clause in all subcontracts over $150,000 involving recruitment of third country national for subcontractor performance.
SECTION 3 – SOLICITATION PROVISIONS

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

ADDENDUM TO 52.212-1

A. Summary of instructions: Each offer must consist of the following:

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

2. Information demonstrating the offeror’s ability to perform, including:
   
   (a) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
   
   (b) Evidence that the offeror operates an established business with a permanent address and telephone listing;
   
3. List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Benin then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client’s contact person. In addition, the client’s contact person may be asked to comment on the offeror’s:

   - Quality of services provided under the contract;
   - Compliance with contract terms and conditions;
   - Effectiveness of management;
   - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
   - Business integrity / business conduct.
   - 3 customer references of similar scope of work and US Dollar value.

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

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

6. The offeror’s strategic plan for preventive maintenance of Automatic Voltage Regulator Systems to include but not limited to:
   (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
   (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
   (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
   (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.
   (e) List of spare parts and suppliers of spare parts for automatic voltage regulator and proposals shall include a description of the firm’s ability to obtain replacement parts and ability to perform specialized tests/diagnostic/programming equipment for servicing elevators.

7. The Contractor shall provide the technician’s resume and training documentations.

8. Repair option. Repairs are NOT included under this contract (see 7.1.3) and are to be done outside this contract. However, we would like to have current labor rates in the event that there is an issue discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. As stated in 7.1.3 any necessary repairs or parts will be submitted for approval and then billed against a separate PO. The Contractor is not approved to do any additional work without approval. Contractor must specify the currency. **Contractor shall specify the currency.**

<table>
<thead>
<tr>
<th>Repair Labor Rates</th>
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<tbody>
<tr>
<td>Base Year</td>
</tr>
<tr>
<td>Option Year 1</td>
</tr>
<tr>
<td>Option Year 2</td>
</tr>
<tr>
<td>Option Year 3</td>
</tr>
<tr>
<td>Option Year 4</td>
</tr>
</tbody>
</table>

Base Year: __________/hr
Option Year 1: __________/hr
Option Year 2: __________/hr
Option Year 3: __________/hr
Option Year 4: __________/hr
ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

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

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

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (JUL 2013)</td>
</tr>
<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
</tr>
<tr>
<td>52.225-25</td>
<td>PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)</td>
</tr>
</tbody>
</table>
The following DOSAR provision(s) is/are provided in full text:

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

The Department of State’s Competition Advocate is responsible for assisting industry in
removing restrictive requirements from Department of State solicitations and removing
barriers to full and open competition and use of commercial items. If such a solicitation is
considered competitively restrictive or does not appear properly conducive to competition
and commercial practices, potential offerors are encouraged to first contact the
contracting office for the respective solicitation. If concerns remain unresolved, contact
the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

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

(a) 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, Mrs. Stella Bulimo at +299 2136-7555. For a U.S., Embassy or overseas post, refer to the numbers below for the
Department Acquisition Ombudsman. Concerns, issues, disagreements, and
recommendations which cannot be resolved at a contracting activity level may be referred
to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510
SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.

The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.

Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options, if any.

The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.

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

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:
(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
(b) For acquisitions conducted using negotiation procedures—
   (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
   (2) On the date specified for receipt of proposal revisions.
SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

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

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

(a) Definitions. As used in this provision—

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

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

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

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

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

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 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.

“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.

“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 (q) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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

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

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

(1) Small business concern. The offeror represents as part of its offer that it □ 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: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ 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:

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<th>Line Item No.</th>
<th>Country of Origin</th>
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[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:

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<th>Line Item No.</th>
<th>Country of Origin</th>
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(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:

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<th>Line Item No.</th>
<th>Country of Origin</th>
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[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:

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[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:

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<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
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[List as necessary]

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

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

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

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<tr>
<th>Line Item No.</th>
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[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:
(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 .]

(1) Listed end products.

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<th>Listed End Product</th>
<th>Listed Countries of Origin</th>
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(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.

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

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

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

(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 e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

   (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at 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 DUNS Number in the solicitation.

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

2 If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:
   Immediate owner CAGE code: ____________________.
   Immediate owner legal name: _____________________.
   (Do not use a “doing business as” name)
   Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

3 If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
   Highest-level owner CAGE code: ____________________.
   Highest-level owner legal name: _____________________.
   (Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

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

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

(End of provision)

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

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

___ Black American.
___ Hispanic American.
___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
___ Individual/concern, other than one of the preceding.
ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR AND
DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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

(a) Definitions. As used in this provision:

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

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

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

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

(2) Discriminating in the award of subcontracts on the basis of religion.

Note to bidder/offeror: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3)
of the following provision, the bidder/offeror shall include Defense Base Act insurance costs
covering those employees in their proposed prices. The bidder/offeror may obtain DBA
insurance directly from any Department of Labor approved providers at the DOL website
(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<table>
<thead>
<tr>
<th>Category</th>
<th>Yes/No</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) United States citizens or residents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Individuals hired in the United States, regardless of citizenship</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers’ compensation laws</td>
<td>local nationals:</td>
<td>third-country nationals:</td>
</tr>
<tr>
<td>(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers’ compensation laws</td>
<td>local nationals:</td>
<td>third-country nationals:</td>
</tr>
</tbody>
</table>

The Contracting officer has determined that for performance in the country of Benin:

- Workers’ compensation laws exist that will cover local nationals and third country nationals.
- Workers’ compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(End of provision)
The following DOSAR is provided in full text:

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

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

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

(b) Offeror represents that—

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

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

(End of provision)