August 29, 2018

General Services Office
U. S. Embassy Cotonou
01 BP 2012

Dear Prospective Quoter:

SUBJECT: Solicitation Number 19BN1518Q0008, School bus escort.

The Embassy of the United States of America invites you to submit a quotation for school bus escort services.

The Embassy intends to conduct a pre-quotation conference, and all prospective quoters who have received a solicitation package will be invited to attend. See Section 3 of the attached Request for Quotations (RFQ).

Submit your quotation in a sealed envelope marked "Proposal Enclosed" to General Services Officer, U. S. Embassy Cotonou, 01 BP 2012 Cotonou on or before 10:00 AM on October 1, 2018. This opportunity allows for electronics responses at CotonouSGOBids@state.gov. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1, Pricing
3. Section 5, Representations and Certifications
4. Additional information as required in Section 3

All contractors have to be registered in the SAM (System for Award Management) Database https://www.sam.gov prior to contract award pursuant to FAR provision 52.204-7. Therefore, prospective offerors are encouraged to register prior to the submittal of quotes.

Direct any questions regarding this solicitation to Sarah Kahnt by email CotonouGSOBids@state.gov or by telephone +229 21300650 during regular business hours.

Sincerely,

Sarah E Kahnt
Contracting Officer
## SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

<table>
<thead>
<tr>
<th>Block</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>REQUISITION NUMBER</td>
</tr>
<tr>
<td>2.</td>
<td>CONTRACT NO.</td>
</tr>
<tr>
<td>3.</td>
<td>AWARD/EFFECTIVE DATE</td>
</tr>
<tr>
<td>4.</td>
<td>ORDER NUMBER</td>
</tr>
<tr>
<td>5.</td>
<td>SOLICITATION NUMBER</td>
</tr>
<tr>
<td>6.</td>
<td>SOLICITATION ISSUE DATE</td>
</tr>
<tr>
<td>7.</td>
<td>FOR SOLICITATION INFORMATION CALL</td>
</tr>
<tr>
<td>10.</td>
<td>THIS ACQUISITION IS</td>
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<tr>
<td>11.</td>
<td>DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED</td>
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<tr>
<td>12.</td>
<td>DISCOUNT</td>
</tr>
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<td>14.</td>
<td>METHOD OF SOLICITATION</td>
</tr>
<tr>
<td>15.</td>
<td>DELIVER TO:</td>
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<td>16.</td>
<td>Administered by:</td>
</tr>
<tr>
<td>17a.</td>
<td>CONTRACTOR/OFFEROR</td>
</tr>
<tr>
<td>19.</td>
<td>ITEM NO.</td>
</tr>
<tr>
<td>20.</td>
<td>SCHEDULE OF SUPPLIES/SERVICES</td>
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<tr>
<td>21.</td>
<td>QUANTITY</td>
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<tr>
<td>22.</td>
<td>UNIT</td>
</tr>
<tr>
<td>23.</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>24.</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>25.</td>
<td>ACCOUNTING AND APPROPRIATION DATA</td>
</tr>
<tr>
<td>26.</td>
<td>TOTAL AWARD AMOUNT</td>
</tr>
</tbody>
</table>

### 7. FOR SOLICITATION INFORMATION CALL

- **a. NAME:** Sarah E Kahnt
  - **CotonouGSOBids@state.gov**
- **b. TELEPHONE NUMBER:** +229 21 30 06 50
- **8. OFFER DUE DATE/LOCAL TIME:** 10/01/2018 @ 10:00AM

### 10. THIS ACQUISITION IS

- **Code:**
  - UNRESTRICTED
- **Set Aside:**
  - % FOR SMALL BUSINESS
  - EMERGING SMALL BUSINESS
  - HUBZONE SMALL BUSINESS
  - SMALL BUSINESS
  - SERVICE-DISABLED VETERAN OWNED
  - 8(A)

### 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- **Code:** SEE SCHEDULE

### 12. DISCOUNT

- 12a. THIS CONTRACT IS A RATED ORDER
- 12b. RATING

### 14. METHOD OF SOLICITATION

- **Code:**
  - RFQ
  - IFB
  - RFP

### 15. DELIVER TO:

- **Code:**
  - American Embassy Cotonou
  - Boulevard de la Marina
  - 01 BP 2012
  - Cotonou, Republic of Benin

### 19. ITEM NO.

- **School bus escort services**

### 20. SCHEDULE OF SUPPLIES/SERVICES

- (Use Reverse and/or Attach Additional Sheets as Necessary)

### 25. ACCOUNTING AND APPROPRIATION DATA

- 25a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED.
- 25b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED.

### 26. TOTAL AWARD AMOUNT

- (For Gov't. Use Only)

### 30a. SIGNATURE OF OFFEROR/CONTRACTOR

- **Sarah E Kahnt**

### 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

- **Sarah E Kahnt**

### 31b. NAME OF CONTRACTING OFFICER (Type or Print)

- **Sarah E Kahnt**

### 31c. DATE SIGNED

- **[Blank]**
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Section 5 - Representations and Certifications
- Offeror Representations and Certifications
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1.0 SCOPE OF SERVICES.

1.1 Scope. The Contractor shall provide standard (regular school and after school programs) and additional or emergency school bus coordination services, exclusive to dependents of the U.S. Government employees within the U.S. Embassy in Cotonou, Republic of Benin, in accordance with the Statement of Work in this contract.

1.2 Period of Performance. This contract shall include one base year and one option year. Although the school year is a period of approximately eight months, each performance period in the contract consists of twelve (12) months. See Attachments 1A and 1B and Attachment 2 for the school year calendar, including holidays. These attachments will be updated as necessary, should optional periods of performance be exercised.

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

1.4.1 Definitions.

Round-trip – Consists of one trip to school involving: collecting children from U.S. Embassy Residences or specific pick up points along a scheduled route and ensuring they arrive at the sponsored school on time, and then collecting all children for the return trip to their respective U.S. Embassy residences or specified drop off point after school has ended. There can be multiple round-trips per school day.

Run – Transportation for students from the school to the school bus stops, or from the school bus stops to the school; one half of a round-trip.

Route – Designated itinerary of the school bus to collect and return children to/from school.

Unauthorized Passengers – Anyone that is not a U.S. Embassy student, employee, or EFM/MOH or designated caregiver.

2.0 TYPE OF CONTRACT

2.1 Standard Services

The contract type shall be a firm-fixed price contract type for standard services, billed per number of school bus round-trips, as further defined in paragraph 1.4 above. Estimated dates of service are set forth in Attachment 1.

2.2 Additional/Emergency Services
This portion of the contract shall be an indefinite-delivery indefinite-quantity type contract, billed at firm-fixed price rates, for additional/emergency services. These are services for additional bus escorts, to or from one of the schools identified in this contract.

PRICING

The prices are stated in _____________ currency (Offeror to identify currency). All local offerors shall offer in XOF, CFA Francs.

VALUE ADDED TAX. 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 has a tax exemption certificate from the host government.

3.2 Standard Services. The monthly price for Standard Services shall include all direct and indirect costs for equipment and labor, including but not limited to: labor and overtime communication equipment and its expenses (radio or cell phones), overhead and profit.

3.3 Additional/Emergency Services. The price for additional/emergency services shall include all direct and indirect costs and profit.

3.4. BASE YEAR - This base period of performance shall commence on date specified in Notice of Proceed and continue for a period of twelve (12) months. See paragraph 1.2 above. The Contractor shall provide school buses escort for regular school and for after school programs.

3.4.1 Standard Services

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Description</th>
<th>Estimated Unit</th>
<th>Estimated Price</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Escort service</td>
<td>Round-trip</td>
<td>180</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: 180 (number of school days); Attachment # 1 - School Days List;
3.4.2. Additional/Emergency Services.

**EXAMPLE 1:** The Contractor shall provide up to twenty (20) school buses monitoring services upon request of the CO. These services shall be paid for each one-way run. The Contractor will not be paid a separate run amount for his own transportation from his facility to the pick-up point for the students.

\[
\text{Each Additional Run} \times \text{Estimated Number of Runs} = \text{Total Estimated Price}
\]

\[
\begin{array}{ccc}
\hline
\text{Estimated} & \text{Number of Runs} & \text{Total Estimated Price} \\
20 & & \\
\hline
\end{array}
\]

3.5. Option Year One

This period of performance shall commence right after the completion of the base year and shall continue for a period of 12 months. The Contractor shall provide school buses escort for regular school and for after school programs.

3.5.1 Standard Services

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Description</th>
<th>Unit</th>
<th>Estimated</th>
<th>Estimated Price</th>
<th>Quantity</th>
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\[
\begin{array}{ccc}
\hline
\text{Estimated} & \text{Number of Runs} & \text{Total Estimated Price} \\
20 & & \\
\hline
\end{array}
\]
3.6. Summary:

<table>
<thead>
<tr>
<th>Period of performance</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Base Year</td>
<td></td>
</tr>
<tr>
<td>Option Year 1</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>
I. STATEMENT OF WORK

A. Services

1. Scope of Contract. The purpose of this contract is to provide daily routine school bus coordination services for American diplomats' children who attend the Department of State approved school. The Contractor shall provide supervision, labor, materials, and equipment for the United States Embassy Cotonou.

The School Bus Coordinator (contractor) shall ride the bus to and from school each school day to ensure students are transported to and from school in a safe and timely manner. The bus coordinator/contractor will act as the main interlocutor between U.S. Embassy, parents/students, and the school regarding student transport to and from the school.

The bus coordinator/contractor shall provide the following:

a. **Bus Scheduling** – Contractor shall be in charge of the bus schedule, working with parents to accurately designate pick up and drop off times (to include regular school schedule plus after school activity schedules) and locations for each student so that transportation to and from school is as efficient and beneficial as possible to the participating embassy families as a whole.

b. **Liaising with Embassy Management Section/GSO/CLO and Motorpool** – Contractor shall work with GSO/CLO and Motorpool to ensure that U.S. Embassy and USG rules and regulations are followed. The contractor will ensure that Motorpool and CLO are aware of the bus schedule and any scheduling changes as they occur. In case of an emergency, the bus coordinator will report directly to the CLO office.

c. **School Bus Coordinator with Driver** – Contractor shall be physically present on the bus each morning and afternoon at either the first stop on the designated route, or as it departs the U.S. Embassy compound/State Sponsored School until it drops off its last passenger. The Contractor will ensure that students are following rules and regulations, and adhering to the Embassy Bus Policies, and that no behavior is distracting the driver or making for an unsafe environment for the driver or any other bus passenger. The contractor will assist the Driver in making sure that the bus is on time and provide feedback to Motorpool and families if the schedule needs to be adjusted to accommodate for a timely arrival to school.

d. **Coordination with Parents** – Contractor will be responsible for communicating the weekly route to the parents/guardians. The Contractor will be the point of contact for when there are changes from the parents such as a sick child, a parental pick up, or a child being dropped off at another child’s residence.

d. **Bus decorum** – The Contractor shall enforce rules and regulations outlined by U.S. Embassy Cotonou and also the Embassy School Bus Policies which each student and their
parent’s will have been made aware of and signed that they agree to the agreed upon policies before their first day riding on the bus. Behavior deemed unsafe and/or disrespectful will be communicated to the parents.

2. General Requirements. The Contractor shall provide the school bus monitoring services on school days, Monday through Friday, except holidays observed by QSI and other days specifically designated by the school. The attachments to this model, listed below, provide information relating to school schedules, bus routes and orders for performance, the dates and times are subject to change.

Attachment 1: School Calendar
Attachment 2: General Orders

a. Funding/Ordering. The Contracting Officer has the sole authority to issue orders for additional/emergency services to be performed under this contract. With few exceptions, the Contracting Officer will order these services by issuance of a written task order. If time does not permit, the Contracting Officer may issue an oral order, to be confirmed by a written order within 48 hours.

The contract minimum for these additional/emergency services shall be 30 round trips of standard services, and hence, is met, after the Contractor has provided this number of round trips of standard services. The contract maximum shall be 250 round trips.

The Contracting Officer’s Representative (COR) issues instructions to the Contractor pertaining to specific dates, times, etc. for school bus coordination services, as needed. Instructions may be issued orally, or in writing.

b. Estimated Level of Services. The estimated number of students to be escorted on each school day is about twenty five. The Contractor shall be ready to start work at the beginning of the school year 2018 – 2019. Though the Government cannot determine the exact number of passengers in advance and the number of passengers may vary each school year, the services shall be provided at the rates specified in the pricing section of this contract.

3. Scheduled School Bus Services. Service shall be provided in accordance with the routes and schedules specified in Attachment 1, 2 and 3. No services shall be required on school holidays, regularly scheduled school vacations, or when schools are closed for any other reason.

(a) School make-up class days shall be considered as normal school days. The U.S. Embassy shall give the Contractor three days advance notification to change pick-up or delivery points or to provide school bus monitoring service on school make-up days.

(d) The Contracting Officer’s Representative (COR) has the sole authority to cancel any bus escort run after the decision has been announced that the schools will close. If the Contractor believes a bus escort should not run, the COR must be contacted for final decision.
E. ENGLISH LANGUAGE VERSION

In accordance with FAR 52.225-14, Inconsistency between English Version and Translation of Contract, in the event of inconsistency between and terms of this contract and any translation thereof into another language, the English language meaning shall control.

II. OTHER TERMS AND CONDITIONS

A. PAYMENT

1. General:

(a) The Contractor shall submit invoices as instructed by FAR 52.212-4(g). Each invoice shall include the monthly amount billed. If any Additional/Emergency Services were ordered that month, the Contractor shall also include that amount on the invoice, along with a copy of the written order. The Government will make payment for all work under an individual invoice in a lump sum for all completed and accepted work.

(b) For Standard Services, the Contractor shall prepare the invoice to show the number of round-trips by line item number, multiplied by the unit price for the round trip, and then show a total monthly amount billed. For Additional/Emergency Services, the Contractor shall prepare the invoice to show the number of runs by line item number, multiplied by the unit price for the run, and then show a total monthly amount billed.

2. Invoice Requirements: All invoices and attachments shall be submitted to the following address:

Financial Management Service  
U. S. Embassy Cotonou  
01 BP 2012

B. VALUE ADDED TAX (VAT)

Not Applicable.

C. PERIOD OF PERFORMANCE.

1. Base Period of Performance: The base performance period of this contract commences on or before October 2018 and is approximately 180 working days. This period of performance continues for twelve months. This contract includes one option year, which may be exercised at the Embassy's discretion.

D. INSURANCE
Not Applicable.

E. SUBCONTRACTING SERVICES

The Contractor shall not subcontract for any services under this contract.

F. SECURITY

Not applicable

G. PERMITS

Not required

H. DOSAR 652.242-70, Contracting Officer's Representative (COR) (AUG 1999)

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

(b) The COR is the Community Liaison Officer (CLO)

(a) QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Scope of Work Para</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services.</td>
<td>1. thru 19.</td>
<td>All required services are performed and no more than two (2) customer complaints are received per month.</td>
</tr>
<tr>
<td>Performs all school bus coordination services set forth in the scope of work.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(b) 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.
(c) STANDARD. The performance standard is that the Government receives no more than two customer complaints 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.

(d) PROCEDURES.

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

(2) The COR will complete appropriate documentation to record the complaint.

(3) 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.

(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.

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

(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.

(7) The COR will consider complaints as resolved unless notified otherwise by the complainant.

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

52.216-18 ORDERING (OCT 1995)*

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

*Applies to temporary additional services.

52.216-19 ORDER LIMITATIONS (OCT 1995)*

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

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

   (1) Any order for a single item in excess of one;

   (2) Any order for a combination of items in excess of 180; or

   (3) A series of orders from the same ordering office within two days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

*Applies to temporary additional services.

52.216-22 INDEFINITE QUANTITY (OCT 1995)*
(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

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

*Applies to temporary additional services.

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 two 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 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the
Government for any payment may arise for performance under this contract September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.
SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017), is incorporated by reference.  (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (JAN 2018)

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

1. 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

2. 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).


(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:


[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).
  (ii) Alternate I (Oct 1995) of § 52.219-7.
  (iii) Alternate II (Mar 2004) of § 52.219-7.
(16) § 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
(17)(i) § 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
  (ii) Alternate I (Nov 2016) of § 52.219-9.
  (iii) Alternate II (Nov 2016) of § 52.219-9.
  (iv) Alternate III (Nov 2016) of § 52.219-9.
  (v) Alternate IV (Nov 2016) of § 52.219-9.
  (18) § 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
  (19) § 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
  (20) § 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
  (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 (Jan 2018) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).


(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).


(34) 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 or certain other types of commercial items as prescribed in 22.1803.)

(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.)

(35) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(36) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

(37) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).


(38) 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.


(40)(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.


(42) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(43) 52.223-21, Foams (Jun 2016) (E.O. 13693).

__ (ii) Alternate I (May 2014) of 52.225-3.
__ (iii) Alternate II (May 2014) of 52.225-3.
__ (iv) Alternate III (May 2014) of 52.225-3.
__ (49) 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).
__ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
__ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
__ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
__ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
__ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
__ (ii) Alternate I (Apr 2003) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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


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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

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

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


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

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.


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

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


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


(xx) **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.

(xx) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241(b)] and [10 U.S.C. 2631]). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

**52.225-25** PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS. (DEC 2012)

PRE-QUOTATION CONFERENCE

The Government will hold a pre-quotiation conference to discuss the requirements of this solicitation on September 13, 2018 at 11:00 AM local time at the U.S. Embassy. Vendors interested in attending should contact the following individual:

<table>
<thead>
<tr>
<th>Sarah E Kahnt</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Embassy Cotonou, Management Conference Room, 2nd Floor.</td>
</tr>
<tr>
<td><a href="mailto:CotonouGSOBids@state.gov">CotonouGSOBids@state.gov</a></td>
</tr>
</tbody>
</table>

NOTE TO INTERESTED VENDORS* - Due to security requirements all vendors who plan on attending the pre-quotiation conference must contact GSO Procurement at CotonouGSOBids@state.gov in order to provide the names of all individuals who will attend as well as the name of the company they represent. This information must be provided no later than 03:00PM local time on September 10, 2018.

On the date of the conference, all company representatives who have provided notification they will attend must present matching photo identification in order to be allowed access. Anyone attempting to attend the pre-quotiation conference without the requested prior notification will be denied entry.

Offerors should submit written questions using Standard Form 1449 and deliver this information to CotonouGSOBids@state.gov at least three days prior to the scheduled pre-
Attendees may also bring written questions on the day of the pre-quotation conference. Please note if any answers require research, there is no guarantee that the question will be answered on the day of the conference.

No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

Following the conference, the Government will provide all prospective vendors who received a copy of the solicitation with a copy of all questions presented in writing before the conference, along with answers. If the answer requires a change to the solicitation, the Government will issue a solicitation amendment.

The following DOSAR provision is provided in full text:

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

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

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

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

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, __[insert name]__, at __[insert telephone and fax numbers]__. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)
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 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 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:
  - ability to relate to and work with children;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - exhibit a personality that demonstrates interpersonal skills to relate well with students, staff, parents and community;
  - have excellent character references;
  - demonstrate the ability to communicate effectively in English, both orally and writing, using proper grammar and vocabulary;
  - shall propose adequate communication method with parents, school and Embassy;
  - have and maintain a valid driver’s license with no serious violations;
  - beside the basic immunization (Yellow Fever, Hepatitis B, Tetanus Diphtheria, and Meningitis), the offeror shall either provide a proof of having had Measles disease, or get the measles immunization.

- Discussions: The U.S. Embassy intends to evaluate quotes and award the contract without discussions with quoters. Therefore, the quoter’s initial quote should contain the quoter’s best terms from a price and technical standpoint. However, the U.S. Embassy reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The U.S. Embassy may reject any or all quotes if such action is in the public interest; accept other than lowest quote; and waive informalities and minor irregularities in quotes received.
The following FAR provisions 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).

FAR 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 U.S. 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  
(Nov 2017)

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 located at https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision.

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

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

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

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

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except:

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”.

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

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

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

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

“Service-disabled veteran-owned small business concern”.

(1) Means a small business concern.

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

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

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

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

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

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

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

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

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned.

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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.

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

“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 (t) 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–Israel 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>
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(List as necessary)

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

Other Foreign End Products:

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

\(\text{(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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<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.)

\(\text{(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.”}

\(\text{(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:

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<th>Country of Origin</th>
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[List as necessary]

\(\text{(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer}

determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products

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

(1) Listed end products.

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<tr>
<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 unique entity identifier in the solicitation.

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

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

Highest-level owner CAGE code: _____________________.
Highest-level owner legal name: _____________________.
(Do not use a “doing business as” name)

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

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.

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

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

(2) The Offeror represents that.

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

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

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

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

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

Predecessor CAGE code: ________ (or mark “Unknown”)
Predecessor legal name: ____________________________
(Do not use a “doing business as” name)

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

(End of provision)

LIST OF ATTACHMENTS

Attachment 1 – QSI School Calendar 2018 - 2019

Attachment 2 – General Orders
First Term

First Day: 23 August (Thursday)  Early Dismissal  Last Day: 14 December (Friday)
Holidays: 28 September (Friday)  Staff Professional Development
  29 October - 02 November (Monday - Friday) Fall Break
  22 - 23 November (Thursday - Friday)  Staff Professional Development
  17 December - 04 January Winter Break

Quintile 1: 23 August - 12 October
Quintile 2: 15 October - 12 December
Quintile 3: 13 December - 21 February

Number of School Days: 74

Second Term

First Day: 07 January (Monday)  Last Day: 22 March (Friday)
Quintile 4: 22 February - 19 April

Number of School Days: 55

Third Term

First Day: 01 April (Monday)  Last Day: 13 June (Thursday)
Holidays: 25 - 29 March (Monday - Friday)  Spring Break
  22 April (Monday) Easter Monday
  01 May (Wednesday) Labor Day
  30 May (Thursday) Ascension Day

Quintile 5: 23 April - 13 June

Number of School Days: 51

Total Number of School Days: 180
The school week is Monday through Friday.
ATTACHMENT 2

GENERAL ORDERS

1 General

The Contractor shall perform school bus monitoring services in accordance with the school(s) calendars (Attachments 1 and 2), from Monday through Friday, from the students' residences.

1.1 General Orders to Monitors

- Monitors are responsible for reminding and updating the drivers about the routes, providing assistance to the students, and assuring that students arrive safe and on time to their final destination.
- Monitors shall complete and sign a daily log recording when each student gets on and off the bus for each ride of the day. The completed logs shall be provided to either the COR or Contracting Officer at the end of each week and shall be placed in the Contractor's file.
- Monitors shall ensure the bus waits up to, but no longer than 3 minutes at each address. However, if this turns into a recurring delay at the same address, a School Bus Report shall be completed and forwarded to the COR.
- Monitors shall fill out a Discipline Report (EB.C) whenever a student is disruptive or insists on not following the monitor’s instructions. These reports shall be forwarded to the COR who will responsible to inform the student's parents about the misbehavior.
- Monitors shall complete a "School Bus Report" (EB.D) every time an outstanding occurrence takes place (such as, vehicle breakdowns, late arrivals to school, problems with the students, etc.).
- Monitors shall explain established bus riding policies to all passengers (EB.A) in order to ensure a pleasant and safe ride for everyone.
- If during the performance of services there is an incident (for example, an incident may be defined as a vehicle breakdown resulting in a late arrival, or if a student is injured), Monitors must immediately communicate to the Contractor all incident details and instruct the Contractor to contact the COR with this information.
- Monitors shall carry a working cell phone with them at all times during the performance of services for the purpose of keeping the Contractor informed of any incidents which may occur. Monitors are responsible to ensure that their cell phone is charged and ready for use. In some cases, the use of a radio may be authorized as an approved method of communication, if approved by the COR or Contracting Officer.
- Monitors shall ensure before the bus departs any designated stop that each student either (1) enters their residence, or (2) is met at their final destination by a responsible party.
- Monitors shall also follow the "Guidelines for Monitors", EB.B.

1.2 Guidelines for Children
The COR will provide the following Guidelines to all parents of any student using the school bus services performed under this contract. (See EB.A)