



CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA
Jeddah, Saudi Arabia

Date: June 07, 2016

To: Prospective Quoters

Subject: Request for Quotations number SSA40016Q0010 for Supply and delivery of specialized Tools

Enclosed is a Request for Quotations (RFQ) for Supply and delivery of Tools. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form SF 18 that follows this letter.

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

Quotations are due by June 26, 2016.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Haskett", is written over a pink circular stamp. The stamp contains the text "CONSULATE GENERAL OF THE U.S. OF AMERICA" around the top and "JEDDAH SAUDI ARABIA" around the bottom, with a small eagle emblem in the center.

Contracting Officer
David H. Haskett

Attached:
List of Tools

**REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)**

THIS RFQ _ IS IS NOT A SMALL BUSINESS SET-ASIDE

Page 1 of 9

1. REQUEST NO. SSA40016Q0010	2. DATE ISSUED 06/07/2016	3. REQUISITION/PURCHASE REQUEST NO. PR5006905	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY AMERICAN CONSULATE GENERAL JEDDAH PALESTINE STREET, ATTN: GSO/PROCUREMENT JEDDAH			6. DELIVER BY (Date) 08/30/2016	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				
NAME Jamshaid Islam		TELEPHONE NUMBER		
8. TO:		7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
a. NAME N/A		b. COMPANY NOVENDOR		9. DESTINATION a. NAME OF CONSIGNEE New York DA Office (DA_NY)
c. STREET ADDRESS			b. STREET ADDRESS 2801 ROUTE 130 UNIT 1, ATTN: IKUN, LLC	
d. CITY			c. CITY NORTH BRUNSWICK	
e. STATE		f. ZIP CODE		d. STATE NJ
e. ZIP CODE 08902		10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 06/26/2016		
<p>IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.</p>				

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE LINE ITEMS				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [] are [] are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			 		6-6-2016
STREET ADDRESS					16. SIGNER
c. COUNTY			a. NAME (Type or print) David H. Haskett Jeddah GSC		b. TELEPHONE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE
					NUMBER

11. SCHEDULE
(Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	1/4,3/16,3/8,5/16 Ratcheting Refrigeration Wrench, Double Box End, SAE, Part # 38D897, Mfg: Yellow Jacket Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
2	Test Kit, Mfr: Fluke, Part # 2PY98, FLUKE-T5-H5-1AC-KIT Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
3	General Hand Tool Kit, Number of Pieces: 11, Application: Electrical, Power Plant, HVAC, Automotive, Mfr: ECLIPSE, Part # 40JC78. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
4	Nut Driver Set, 12 Pieces, Metric, Hollow, Mfr: PROTO, Part # 13G279. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
5	Nut Driver Set, 11 Pieces, SAE, Solid, Ins Mfr: WIHA TOOLS, Part # 26X273. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
6	Nut Driver Set, 2 Pieces, SAE, Solid. Mfr: KLEIN TOOLS, Part # 1ED91. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
7	Multimeter and dampmeter kit. Mfr: FLUKE, Part # 46N342. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
8	Synthetic Tool Tote, Electricians, Number of Pockets: 43, Black, Tan Mfr: CLC, Part # 3HY98. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00

9	Assorted Screwdriver Set, Acetate with Vinyl Grip, Number of Pieces: 8 Mfr: Klein Tools, Part # 2DGP6. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
10	TPR250-580 Series Gas Regulator, 10 to 250 psi, Argon, Helium, Nitrogen Mfr: Victor, Part # 20UK20. Funding Information: Total: \$0.00 ----- \$0.00	2.00	EA	\$0.00	\$0.00
11	Nitrogen Purging Adaptor, For Use With ACR Pipe, Mfr: JB Industries, Part # SUET4. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
12	Light Duty Outfit, CA270V, 150CR-540 Oxygen, 160AR Acetylene, with CGA Outlet, Acetylene Fuel, WH270, Mfr: Radnor, Part # 31UR19. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
13	Manifold Gauge Set, 2 Valve, 3 Hoses, Mfr: DAYTON, Part # 4PDG1. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
14	Fin Comb Kit, 13 to 20 Fins per In. Mfr: DIVERSITECH, Part # 2YJ77. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
15	Standard, SAE Combination Wrench Set, Number of Pieces: 16, Number of Points: 6, 12, Mfr: SK Professional Tools Part # 21A242. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
16	Standard, SAE and Metric Combination Wrench Set, Number of Pieces: 18, Number of Points: 12, Mfr: SK Professional Tools, Part # 21A271. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
17	Black Oxide Adjustable Wrench, 4", Alloy Steel, Plain, Jaw Capacity: 1/2", Mfr: PROTO, Part # 3R361. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00

18	Satin Chrome Adjustable Wrench, 4", Alloy Steel, Cushion Grip, Jaw Capacity: 1/2", Mfr: PROTO, Part # 3R358. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
19	Satin Adjustable Wrench, 6", Alloy Steel, Plain, Jaw Capacity: 15/16" Mfr: PROTO, Part # 3R365. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
20	Satin Chrome Adjustable Wrench, 6", Alloy Steel, Cushion Grip, Jaw Capacity: 15/16", Mfr: PROTO, Part # 3R364. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
21	Black Oxide Adjustable Wrench, 8", Alloy Steel, Plain, Jaw Capacity: 1-1/8", Mfr: PROTO, Part # 3R374. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
22	Satin Chrome Adjustable Wrench, 8", Alloy Steel, Cushion Grip, Jaw Capacity: 1-1/8" Mfr: PROTO, Part # 3R370. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
23	Satin Chrome Adjustable Wrench, 12", Alloy Steel, Plain, Jaw Capacity: 1-1/2", Mfr: PROTO, Part # 3R383. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
24	Satin Chrome Adjustable Wrench, 18", Alloy Steel, Plain, Jaw Capacity: 2-1/16", Mfr: PROTO, Part # 3R396. Funding Information: Total: \$0.00 ----- \$0.00	3.00	EA	\$0.00	\$0.00
25	Aluminum 18" Straight Pipe Wrench, 2-1/2" Jaw Capacity, Mfr: RIDGID, Part # 6A652. Funding Information: Total: \$0.00 ----- \$0.00	1.00	EA	\$0.00	\$0.00
26	Cast Iron 24", Straight Pipe Wrench, 3" Jaw Capacity", Mfr: RIDGID, Part # 4A501. Funding Information: Total: \$0.00 ----- \$0.00	1.00	EA	\$0.00	\$0.00

27	Pipe Cutter, Ratcheting Cutting Action, 1/2" to 2-3/8" Cutting Capacity, Mfr: RIDGID, Part # 3ARC4. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
28	Slide Hammer Puller, Rvsble, 13 Pieces, Mfr: WESTWARD, Part # 23KX39. Funding Information: Total: \$0.00 ----- \$0.00	2.00	EA	\$0.00	\$0.00
29	Jaw Puller, 5 t, 3 Jaw Mfr: PROTO, Part # 3R659. Funding Information: Total: \$0.00 ----- \$0.00	2.00	EA	\$0.00	\$0.00
30	Grease Gun, 6000 psi, Gray, 12 in. Mfr: WESTWARD, Part # 45CT44. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
31	Tubing Cutter, Endosed Feed Cutting Action, 1/4" to 1-1/8" Cutting Capacity, Mfr: Yellow Jacket, Part # 38D888. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
32	Tubing Cutter, 1/8" to 5/8" Cut Cap. Mfr: Yellow Jacket, Part # 38D886. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
33	Convertible Retaining Ring Pliers, Number of Pieces: 1 Mfr: CHANNELLOCK, Part # 3WDW5. Funding Information: Total: \$0.00 ----- \$0.00	2.00	EA	\$0.00	\$0.00
34	Locking Pliers Set, Handle Type: Ergonomic, Number of Pieces: 5 Mfr: WESTWARD, Part # 1ECG5. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
35	Tongue and Groove Pliers, Straight Jaw Type, Groove Joint Adjustment Type, Dipped Handle Type Mfr: CHANNELLOCK, Part # 4CR40. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00

36	Tongue and Groove Pliers, Straight Jaw Type, Groove Joint Adjustment Type, Dipped Handle Type Mfr: CHANNELLOCK, Part # 4CR37. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
37	Ratcheting Crimper, 22-10 AWG, 9In L Mfr: ECLIPSE, Part # 22C699. Funding Information: Total: \$0.00 ----- \$0.00	5.00	PK	\$0.00	\$0.00
38	Tubing Cutter Set, Manual Cutting Action, 1/2", 3/4", 1" Cutting Capacity, Cuts Copper Mfr: LENOX, Part # 22FE98. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
39	Nonsparking Pipe Cutter, Screw Feed Cutting Action, 1/8" to 2" Cutting Capacity, Cuts Copper, Mfr: AMPCO, Part # 21XV53. Funding Information: Total: \$0.00 ----- \$0.00	1.00	EA	\$0.00	\$0.00
40	Precision Screwdriver Set, Combo, 19 pcs. Mfr: GENERAL, Part # 3ZH35. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
41	Multibit Screwdriver Set, Ratchet, 20-in-1 Mfr: EKLIND, Part # 4CR58. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
42	Black Oxide Ball End Hex Key Set, Alloy Steel, SAE/Metric, L-Shaped, Number of Pieces: 22, Mfr: WESTWARD, 20PH01. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
43	Ratcheting Wrench Set, Combination, Locking Flexible, Metric, Number of Pieces: 16 Mfr: JB Industries, 20W299. Funding Information: Total: \$0.00 ----- \$0.00	10.00	SE	\$0.00	\$0.00
44	1/4" Access Valve Extension Tube, PK10 Mfr: Grainger, 4PDJ3. Funding Information: Total: \$0.00 ----- \$0.00	10.00	EA	\$0.00	\$0.00

45	High Carbon Steel Folding Utility Knife, 6" Overall Length Mfr: WESTWARD, Part # 1YJD6. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
46	Magnetic, Aluminum I-Beam Level, 24" Length, Top Read: No Mfr: WESTWARD, Part # 4MRW1. Funding Information: Total: \$0.00 ----- \$0.00	2.00	EA	\$0.00	\$0.00
47	Magnetic, Aluminum Torpedo Level, 6-1/4" Length, Top Read: No Mfr: WESTWARD, Part # 4MRX9. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
48	Magnetic, Aluminum Box Level, 48" Length, Top Read: No Mfr: WESTWARD, 4MRV6. Funding Information: Total: \$0.00 ----- \$0.00	1.00	EA	\$0.00	\$0.00
49	1/4", 3/8" Metric and SAE Socket Wrench Set Mfr: PROTO, Part # 33HE05. Funding Information: Total: \$0.00 ----- \$0.00	2.00	SE	\$0.00	\$0.00
50	Infrared Thermometer, 1in. @ 8in. Focus Mfr: FLUKE, Part # 20AZ68. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
51	Pilot Punch Set, Alloy Steel, 12 Pc Mfr: WESTWARD, Part # 49A456. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
52	Rubber Rubber Mallet, 16 oz. Head Weight, Hickory Handle Material Mfr: WESTWARD, Part # 6DWLO Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
53	Molded, Steel Shot Inside Dead Blow Hammer, 52 oz. Head Weight, Polyurethane Over Steel Handle Material, Mfr: Stanley, Part # 6R337. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00

54	Rawhide Rawhide Mallet, 4 oz. Head Weight, Hardwood Handle Material, Mfr: VAUGHAN, Part # 6CLT8. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
55	Hammer, 16 Oz, Rip, Round Face Mfr: WESTWARD, Part # 4YR58. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
56	Soft Face Hammer, 6 Oz, Hickory Mfr: VAUGHAN, Part # 2A528. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
57	Handguarded Cold Chisel, 7/8 In. x 12 In. Mfr: WESTWARD, 2AJJ5. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
58	Bullpoint Chisel, 3/4 In. x 12 In. Mfr: WESTWARD, Part # 24N076. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
59	General Purpose File Set, Ergonomic, 9 PC Mfr: WESTWARD, Part # 1NFK8. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
60	Punch And Chisel Set, Steel, 12 Pc Mfr: WESTWARD, Part # 24N067. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
61	Tube Bender, 3/8,1/2,5/8,3/4,7/8 In Mfr: Yellow Jacket, Part # 2NXE6. Funding Information: Total: \$0.00 ----- \$0.00	3.00	SE	\$0.00	\$0.00
62	Caulk Gun, High Thrust Ratio Mfr: PC Products, Part # 5UXRI Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00

63	Mirror Hex Key Set, Chrome Vanadium Steel, SAE/Metric/Star, Fold-Up, Number of Pieces: 25, Mfr: WESTWARD, Part # 5YUU6. Funding Information: Total: \$0.00 ----- \$0.00	5.00	SE	\$0.00	\$0.00
64	Digital Shipping & Rcvng Scale, 400 lb Cap Mfr: Rubbermaid, Part # 4TH72. Funding Information: Total: \$0.00 ----- \$0.00	1.00	EA	\$0.00	\$0.00
65	Screwdriver Bit Set, 1/4 Hex Dr, 175 Pc Mfr: WESTWARD, Part # 1VXP2. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
66	Hole Saw Kit, HSS, 3/4 To 2 1/2 In, 14 Pc Mfr: Dewalt, 1LPR4. Funding Information: Total: \$0.00 ----- \$0.00	3.00	EA	\$0.00	\$0.00
67	Steel 16 ft./5m SAE/Metric Magnetic Tip Tape Measure Mfr: Milwaukee, Part # 23TD44. Funding Information: Total: \$0.00 ----- \$0.00	5.00	EA	\$0.00	\$0.00
68	Hacksaw Kit, 2pc Mfr: WESTWARD, Part # 4YR51. Funding Information: Total: \$0.00 ----- \$0.00	5.00	KT	\$0.00	\$0.00
69	Screwdriver Set, Ratchet, 20-in-1 Mfr: Stanley, Part # 38WF38. Funding Information: Total: \$0.00 ----- \$0.00	1.00	EA	\$0.00	\$0.00

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- Attachment 1 to Description/Specifications/Statement of Work, Government Furnished Property

Section 2 - Contract Clauses

- Contract Clauses
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Section 3

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- Solicitation Provisions
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- Offeror Representations and Certifications
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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-18
RFQ NUMBER **SSA40016Q0010**

PRICES, BLOCK 23

I. Scope of Services

- A. The Contractor shall supply and delivery of specialized Tools (As per attached list) to the U.S. Consulate General, Jeddah Saudi Arabia
- B. This is a *firm-fixed price with option to purchase additional quantities* type of purchase order/contract.
- C. The price listed below shall include all labor, materials, overhead, profit, and transportation necessary to deliver the required items to the

1- U.S. Despatch Agent located in USA:

**Ikun, LLC
2801 Route 130, Unit 1
North Brunswick, NJ 08902
Phone: 571-482-5289/571-482-5290**

OR

- 2- US Consulate General, Jeddah
Palestine St. Al-Hamra Dist.
Jeddah 21411
Saudi Arabia**

- D. All prices are in either USD (US Dollors) or (SAR Saudi Arabian Riyals)

II. Pricing

- **PLEASE SEE THE ATTACHMENT FOR LIST OF TOOLS.**
- **PRICES SHALL BE PLACED IN THE ATTACHMENT FOR EACH UNIT AND THE GRAND TOTAL SHALL BE MENTIONED IN BELOW COLUMNS.**
- **PRICE SHALL INCLUDE TRASPORTATION CHARGES AS SEPARATE LINE ITEM IF NOT AS FOB.**

<u>Line Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est. Quantity*</u>	<u>Total Price</u>
01					
02					
Grand Total					

II. Pricing of Optional Quantities

<u>Line Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est. Quantity</u> <u>*</u>	<u>Total Price</u>
01					
02					
03					
Grand Total					

CONTINUATION TO SF-18
RFQ NUMBER SSA40016Q0010
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

II. Delivery Location and Time
A. The Contractor shall deliver all ordered items to the US Dispatch Agent. The address is:

1. For Offshore vendors: Page | 4
Ikun, LLC
2801 Route 130, Unit 1
North Brunswick, NJ 08902
Phone: 571-482-5289/571-482-5290

2. Local Vendors:
American Consulate Compound
Palestine Street, Hamra District
Jeddah, Saudi Arabia

B. The Contractor shall deliver all items not later *than* 45 days after date of contract award. The Contractor shall deliver optional quantities not later than 30 days after date of modification exercising the option for the increased quantity.

C. Any Contractor personnel involved with the delivery of the items shall comply with standard U.S. Embassy regulations for receiving supplies. The Contracting Officer's Representative (COR) will be responsible for instructing contractor personnel at the time deliveries are made. **Prior notice of at least 10 working days are required.**

E. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all furnish and delivery services set forth in the scope of work.	1. thru 19.	All required services are performed and no more than one (1) customer complaint is received per month.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- ___ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved]
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ___ (10) [Reserved]
- ___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Nov 2011) of 52.219-3.
- ___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business

Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

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

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

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

___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Oct 2015) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

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

___ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

___ (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

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

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

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

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

___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-

Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

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

___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

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

___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

___ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

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

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

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

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

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

___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

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- ___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

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

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the

Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

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

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

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

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of Clause)

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

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

(d)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(B) 52.203–15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219–8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222–21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222–26, Equal Opportunity (Apr 2015) (E.O. 11246).

(F) 52.222–35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 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.

(I) 52.222–41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) ____ (1) 52.222–50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (2) Alternate I (Mar 2015) of 52.222–50 (22 U.S.C. chapter 78 E.O. 13627).

(K) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222–53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222–54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).
(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E. O. 13658).
(O) 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.
(P) 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.

[Class Deviation- 2013-00019, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System. This clause deviation is effective on Sep 25, 2013, and remains in effect for five years, or until otherwise rescinded.]

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
(JUNE 2013)

The following FAR clauses are provided in full text:

52.217-7 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED
LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **180 Days from the date of the contract**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- (1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- (2) Clearly identify themselves and their contractor affiliation in meetings;
- (3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever Contractor personnel are included in those listings; and
- (4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

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

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

(b) Invoice Submission. The Contractor shall submit invoices in original and 3 copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

Attn: MANAGEMENT OFFICE (DBO Jeddah)

Palestine Street, Hamra Dist

Jeddah, Saudi Arabia

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE
LEAVE (APR 2004)

All work shall be performed during **work week Sunday to Thursday from 8 AM to 5 PM** except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Eid Al-Fitr
Eid Al-Adha
Saudi National Day

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

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

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

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

(b) The COR for this contract is **IPC Dept.**

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

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

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

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

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

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

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

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

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

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

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

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

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

1. List of clients over the past **5** years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in **Saudi Arabia** then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

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

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
4. The offeror's strategic plan for **delivery** services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2015), is incorporated by reference (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

None

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, Mr. Omar Ali at **00966-012-667-0080 & Fax 00966-012-669-3082**. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

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

(End of clause)

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 quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options, if any.
- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR 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).

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

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2015)

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

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

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation 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 (p) 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 is to 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.

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

(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.

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

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end

products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

(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 Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees

servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

(i) It is, is not an inverted domestic corporation; and

(ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____

Immediate owner legal name: _____

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

Is the immediate owner owned or controlled by another entity:

Yes or No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the

immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

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

(End of Provision)

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision is provided in full text:

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

- (a) Definitions. As used in this provision:

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

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

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

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

(End of provision)

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

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

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

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

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

(b) Offeror represents that—

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

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

(End of provision)

ATTACHMENT

LIST OF TOOLS

SI No	Manufacture	Manufacture Model No.	Description	Size	Qty/Ea	Unit Price	Total Amount
1.	<u>YELLOW JACKET</u>	60613	1/4,3/16,3/8,5/16 Ratcheting Refrigeration Wrench, Double Box End, SAE, Number of Points: 4	Overall Length - 5-5/8"	5		
2.	<u>FLUKE</u>	Fluke-T5-H5-1AC UNSPSC # 41113637	Tester Kit	N/A	5		
3.	<u>ECLIPSE</u>	902-218	General Hand Tool Kit, Number of Pieces: 11, Application: Electrical, Power Plant, HVAC, Automotiv	(7) Insulated Screwdriver and Plier Set,	5		
4.	<u>PROTO</u>	J1212MND	Nut Driver Set, 12 Pieces, Metric, Hollow	Nut Driver Hex Size: 4.0, 5.0, 5.5, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0, 12.0, 13.0, 14.0mm	5		
5.	<u>WIHA TOOLS</u>	32296	Nut Driver Set, 11 Pieces, SAE, Solid, Ins	Nut Driver Hex Size 5/32," 3/16", 7/32", 1/4", 5/16", 11/32", 3/8", 7/16", 1/2", 9/16", 5/8"	5		
6.	<u>KLEIN TOOLS</u>	610	Nut Driver Set, 2 Pieces, SAE, Sol	1/4", 5/16"	5		
7.	<u>FLUKE</u>	FLUKE-117/323	Multimeter and clampmeter kit	Mfg. No. Fluke-117 Multimeter w/Batteries, TL175 Test Leads, TPAK Hanging Strap, C115 Soft Carry	5		
8.	<u>CLC</u>	1530	Synthetic Tool Tote, Electricians, Number of Pockets: 43, Black, Tan	BASIC MATERIAL - Synthetic, Number of Pockets - 43, Overall Width - 23", Overall Depth - 12", Overall Height - 15", Color -	5		
9.	<u>KLEIN TOOLS</u>	85078	Assorted Screwdriver Set, Acetate with Vinyl Grip, Number of Pieces: 8	Cabinet 5/16" x 1-1/2", 1/4" x 4", 5/16" x 6", Cabinet 3/16" x 3", Phillips #1 x 3", #2 x 1-1/2", #2 x 4", #3 x 6"	5		
10.	<u>VICTOR</u>	0781-9134	TPR250-580 Series Gas Regulator, 10 to 250 psi, Argon, Helium, Nitrogen	Gauges Delivery Pressure - 200 psi, Delivery pressure range - 10 to 250 PSI, Guage size - 2"	2		
11.	<u>JB INDUSTRIES</u>	BRZ-1000	Nitrogen Purging Adaptor, For Use With ACR Pipe	Length - 4-1/2"	5		
12.	<u>RADNOR</u>	RAD64003013	Light Duty Outfit, CA270V, 150CR-540 Oxygen, 160AR Acetylene, with CGA Outlet, Acetylene Fuel, WH270	N/A	5		
13.	<u>DAYTON</u>	4PDG1	anifold Gauge Set, 2 Valve, 3 Hose	Refrigerant Application: R-410A, R-22, R404A, R-407C Hoses: 3	5		
14.	<u>DIVERSITEC H</u>	T-101	Fin Comb Kit, 13 to 20 Fins per In.	Length: 4-11/16" Width: 1-3/16"	5		
15.	<u>SK PROFESSIONAL TOOLS</u>	86014	Standard, SAE Combination Wrench Set, Number of Pieces: 16, Number of Points: 6, 12	7/16, 12 Point - 1/2, 9/16, 5/8, 11/16, 3/4, 13/16, 7/8, 15/16, 1, 1-1/16, 1-1/8, 1-1/4"	5		
16.	<u>SK PROFESSIONAL TOOLS</u>	87018	Standard, SAE and Metric Combination Wrench Set, Number of Pieces: 18,	12 Point - 1/4, 5/16, 3/8, 7/16, 1/2, 9/16, 5/8, 11/16, 3/4, 10, 11, 12, 13, 14, 15, 16, 17, 18mm	5		
17.	<u>PROTO</u>	J704S	Black Oxide Adjustable Wrench, 4", Alloy Steel, Plain, Jaw Capacity: 1/2"	Jaw Capacity 1/2" Overall capacity 4"	5		

18	<u>PROTO</u>	J704G	Satin Chrome Adjustable Wrench, 4", Alloy Steel, Cushion Grip, Jaw Capacity: 1/2"	Jaw Capacity 1/2" Overall capacity 4"	5		
19	<u>PROTO</u>	J706L	Satin Adjustable Wrench, 6", Alloy Steel, Plain, Jaw Capacity: 15/16"	Jaw Capacity 15/16" Overall capacity 6"	5		
20	<u>PROTO</u>	J706G	Satin Chrome Adjustable Wrench, 6", Alloy Steel, Cushion Grip, Jaw Capacity: 15/16"	Jaw Capacity 15/16" Overall capacity 6"	5		
21	<u>PROTO</u>	J708SL	Black Oxide Adjustable Wrench, 8", Alloy Steel, Plain, Jaw Capacity: 1-1/8"	Jaw Capacity 1-1/8" Overall capacity 8"	5		
22	<u>PROTO</u>	J708G	Satin Chrome Adjustable Wrench, 8", Alloy Steel, Cushion Grip, Jaw Capacity: 1-1/8"	Jaw capacity 1-1/8" Overall capacity 8"	5		
23	<u>PROTO</u>	J712L	Satin Chrome Adjustable Wrench, 12", Alloy Steel, Plain, Jaw Capacity: 1-1/2"	Jaw Capacity 1-1/2" Overall Capacity 12"	5		
24	<u>PROTO</u>	J718	Satin Chrome Adjustable Wrench, 18", Alloy Steel, Plain, Jaw Capacity: 2-1/16"	Jaw capacity 2-1/16" Overall Capacity 18"	3		
25	<u>RIDGID</u>	31100	Aluminum 18" Straight Pipe Wrench, 2-1/2" Jaw Capacity	Jaw Capacity 2-1/2" Overall Length 18" Handle Material Aluminum Jaw Type Serrated	1		
26	<u>RIDGID</u>	31030	Cast Iron 24" Straight Pipe Wrench, 3" Jaw Capacity	Jaw Capacity 3" Overall Length 24" Handle Material Cast Iron Jaw Type Serrated	1		
27	<u>RIDGID</u>	30088	Pipe Cutter, Ratcheting Cutting Action, 1/2" to 2-3/8" Cutting Capacity	Cutting Capacity 1/2" to 2-3/8" Overall Length 10" Cutting Action Ratcheting Body Material Aluminum	5		
28	<u>WESRWARD</u>	23KX39	Slide Hammer Puller, Rvrsble, 13 Pieces	Type Reversible Number of Pieces 13 Number of Jaws 2 and 3 Jaw Reach (In.) 4-1/2 Jaw Spread (In.) 1-1/2 Jaw Style Straight Puller Length (In.) 27	2		
29	<u>PROTO</u>	J4036	Jaw Puller, 5 t, 3 Jaw	Jaw Reach 5-1/2" Jaw Spread 7" Capacity 5 tons Number of Jaws 3 Jaw Style Reversible Screw Size 9/16"-20 Screw Length 7"	2		
30	<u>WESTWARD</u>	45CT44	Grease Gun, 6000 psi, Gray, 12 in.	Hose Length 12" Grease Gun Handle Style Lever Grease Gun Fill Cartridge, Bulk Cartridge Capacity 14-1/2 oz. Bulk Capacity 16 oz.	5		
31	<u>YELLOW JACKET</u>	60142	Tubing Cutter, Enclosed Feed Cutting Action, 1/4" to 1-1/8" Cutting Capacity	Cuts Copper, Aluminum, Steel Blade Material Steel Cutting Capacity 1/4" to 1-1/8" Overall Length 5-1/2" Cutting Action Enclosed Feed	5		

32	<u>YELLOW JACKET</u>	60160	Tubing Cutter, 1/8" to 5/8" Cut Cap.	Cuts Copper, Aluminum, Steel Cutting Capacity 1/8" to 5/8" Overall Length 4-1/2" Cutting Action Enclosed Feed Body Material Aluminum Blade Material Steel	5		
33	<u>CHANNELLOCK</u>	927	Convertible Retaining Ring Pliers, Number of Pieces: 1	Features 1.6" Jaw Length, 1.71" Width x 0.97" Thickness Joint, 4.85" Handle Span Overall Length 8" Spring Return Yes Tip Type Straight and 90 Degrees	2		
34	<u>WESTWARD</u>	1ECG5	Locking Pliers Set, Handle Type: Ergonomic, Number of Pieces: 5	Number of Pieces 5 Lengths 5", 6", 7", 10" Handle Type Ergonomic Includes 6" Long Nose, 10" Straight Jaw, 5, 7 And 10" Curved Jaw Jaw Style Curved, Straight, Long Nose	5		
35	<u>CHANNELLOCK</u>	430	Tongue and Groove Pliers, Straight Jaw Type, Groove Joint Adjustment Type, Dipped Handle Type	Plier Jaw Style Straight Jaw Adjustment Type Groove Joint Handle Type Dipped Overall Length 10" Max. Jaw Opening 2" No. of Jaw Positions 7 Jaw length 1-1/2"	5		
36	<u>CHANNELLOCK</u>	420	Tongue and Groove Pliers, Straight Jaw Type, Groove Joint Adjustment Type, Dipped Handle Type	Plier Jaw Style Straight Jaw Adjustment Type Groove Joint Handle Type Dipped Overall Length 9-1/2" Max. Jaw Opening 1-1/2" No. of Jaw Positions 5 Jaw Length 1"	5		
37	<u>ECLIPSE</u>	300-002	Ratcheting Crimper, 22-10 AWG, 9 In L	Item Ratcheting Crimper w/Die Capacity 22 to 10 AWG Overall Length 9"	5		
38	<u>LENOX</u>	14833TSK	Tubing Cutter Set, Manual Cutting Action, 1/2", 3/4", 1" Cutting Capacity, Cuts Copper	Item Tubing Cutter Set Cuts copper Cutting capacity 1/2", 3/4", 1" Overall length 3", 3-1/2", 4" Cutting Action Manual	5		
39	<u>AMPCO</u>	9300	Nonsparking Pipe Cutter, Screw Feed Cutting Action, 1/8 "to 2" Cutting Capacity, Cuts Copper	Item Nonsparking Pipe Cutter Cuts Copper Cutting Capacity 1/8 "to 2" Overall Length 17" Cutting Action Screw Feed	1		
40	<u>GENERAL</u>	8078	Precision Screwdriver Set, Combo, 19 pcs.	Number of Pieces 19 Handle Material Acetate and Steel Tip Style Group Slotted/Phillips/Hex Includes Slotted 1/4", 5/16", Phillips #1, #2, Hex 0.050", 1/16", 5/64", 3/32", 7/64", 1/8", 9/64", 5/32", 3/16", 7/32", 1/4" Adapter, 3-1/4" Extension, Ratchet Offset Handle, Screwdriver Handle	5		

41	<u>STANLEY</u>	62-574	Multibit Screwdriver Set, Ratchet, 20-in-1	Ratcheting-Yes Bit Style-Phillips, Robertson Square Recess, Slotted, Torx® Single End/Double End-Single End Bit Retainer Type-Magnetic Quick Change Number of Pieces-21 Overall Length-10-1/2"			
42	<u>EKLIND</u>	13222	Black Oxide Ball End Hex Key Set, Alloy Steel, SAE/Metric, L-Shaped, Number of Pieces: 22	Item-Ball End Hex Key Set Measurement Type-SAE/Metric Handle Type-L-Shaped Arm Type-Long Number of Pieces-22 Arm Length-2.80 to 6.80" Sizes Included-0.050, 1/16, 5/64, 3/32, 7/64, 1/8, 9/64, 5/32, 3/16, 7/32, 1/4	5		
43	<u>WESTWARD</u>	20PH01	Ratcheting Wrench Set, Combination, Locking Flexible, Metric, Number of Pieces: 16	Wrench Style-Combination, Locking-Flexible SAE or Metric-Metric Number of Pieces-16 Number of Points-12Min. Arc Swing-5 Degrees Number of Geared Teeth-72 Wrenches Included-8mm, 9mm, 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm, 19mm, 21mm, 22mm, 24mm, 25mm	5		
44	<u>JB INDUSTRIES</u>	A31006-G	1/4" Access Valve Extension Tube, PK5	Connection Size3/8" OD x 5/16 ID Length 2" Material Brass/Copper	10 Pkt		
45	<u>GRAINGER APPROVED</u>	4PDJ3	Replacement Core, 1/4In Schrader, PK10	Item1/4 Valve Core For Use With1/4 Schrader Valve	10 Pkt		
46	<u>WESTWARD</u>	1YJD6	High Carbon Steel Folding Utility Knife, 6" Overall Length	Length6" Overall width1" Overall Thickness1/2" Handle Color Blue Handle TypeStraight Handle Material Aluminum	5		
47	<u>WESTWARD</u>	4MRW1	Magnetic, Aluminum I-Beam Level, 24" Length, Top Read: No	Item : I-Beam Level Frame Material Aluminum Length24" Magnetic /NonmagneticMagnetic Top ReadNo Total Number of Vials3 Number of Plumb Vials2 Number of Level Vials1 Number of 30 Degree Vials0 Number of 45 Degree Vials 0 Lighted Vials No Number	2		
47	<u>WESTWARD</u>	4MRX9	Magnetic, Aluminum Torpedo Level, 6-1/4" Length, Top Read: No	Torpedo Level Frame, Material Aluminum Length6-1/4", Magnetic/Nonmagnetic Magnetic Top Read No. Total Number of Vials 4, Number of Plumb Vials 1, Number of Level Vials 2 Number of 30 Degree Vials 0 Number of 45 Degree Vials 1 Lighted Vials No Number of V	5		
48	<u>WESTWARD</u>	4MRV6	Magnetic, Aluminum Box Level, 48" Length, Top Read: No	Item: Box Level, Frame Material: Aluminum, Length48", Magnetic/Nonmagnetic Magnetic Top Read No, Total Number of Vials 3, Number of Plumb Vials 2, Number of Level Vials 1, Number of 30 Degree Vials 0, Number of 45 Degree	1		

49	<u>PROTO</u>	J47165-1	1/4", 3/8" Metric and SAE Socket Wrench Set	Item:Socket Wrench Set SAE or Metric Metric and SAE Drive Size1/4", 3/8" Std. . Socket Point Styles Included6, 12 Deep Socket Point Styles Included6, 12 Flex Socket Point Styles IncludedNone Number of Pieces65 Tether CapableStandard Tool (Accessory Needed for Tethering) FinishChrome StandardsASME Sockets Included1/4" Dr 6 pt. std.: 3/16", 7/32", 1/4", 9/32", 11/32", 3/8", 7/16", 1/2", 4, 5, 6, 7, 8, 9, 10, 11, 12, 13mm. 3/8" Dr 6 pt. std.:	2		
50	<u>FLUKE</u>	FLUKE-59 MAX	Infrared Thermometer, 1in. @ 8in. Focus	Spot Size and Distance1" @ 8"	5		
51	<u>WESTWARD</u>	49A456	Pilot Punch Set, Alloy Steel, 12 Pc	Number of Pieces12 Sizes Included1/16 x 2-3/4, 5/64 x 3-1/4, 3/32 x 3-1/2, 1/8 x 4, 5/32 x 4-1/2, 3/16 x 4-3/4, 7/32 x 5, 1/4 x 5-1/2, 5/16 x 6, 3/8 x 6, 7/16 x 6, 1/2 x 6"	5		
52	<u>WESTWARD</u>	6DWL0	Rubber Rubber Mallet, 16 oz. Head Weight, Hickory Handle Material	Item:Rubber Mallet Head MaterialRubber Head Weight16 oz. Overall Length13"	5		
53	<u>STANLEY</u>	57-534	Molded, Steel Shot Inside Dead Blow Hammer, 52 oz. Head Weight, Polyurethane Over Steel Handle Material	Item:Dead Blow Hammer Head Material Molded, Steel Shot Inside Head Weight52 oz. Overall Length16" Replaceable TipNo Handle MaterialPolyurethane Over Steel Tether	5		
54	<u>VAUGHAN</u>	RM125	Rawhide Rawhide Mallet, 4 oz. Head Weight, Hardwood Handle Material	Item:Rawhide Mallet Head Material Rawhide Head Weight4 oz. Overall Length10" Replaceable TipNo Handle MaterialHardwood Tether CapableStandard Tool (Accessory Needed for	5		
55	<u>WESTWARD</u>	4YR58	Hammer, 16 Oz, Rip, Round Face	Item:Rip Claw Hammer Type Rip Claw Head Weight (Oz.)16 Overall Weight (Lb.)3/8 Head	5		
56	<u>VAUGHAN</u>	SF6	Soft Face Hammer, 6 Oz, Hickory	Item:Soft Face Hammer Type With Tips Tip Dia. (In.)1 Tip TypeSoft/Hard Tip MaterialNylon Head Weight (Oz.)6 Head Weight (Lb.)3/8 Head	5		
57	<u>WESTWARD</u>	2AJJ5	Handguarded Cold Chisel, 7/8 In. x 12 In.	Item:Handguarded Cold Chisel Tip Size7/8" Length12" Hex5/8"	5		
58	<u>WESTWARD</u>	24N076	Bullpoint Chisel, 3/4 In. x 12 In.	Item:Bullpoint Chisel Tip Size3/4" Length12" Hex3/4"	5		
60	<u>WESTWARD</u>	1NFK8	General Purpose File Set, Ergonomic, 9 PC	Item:File Set Pattern American Number of Pieces9 FinishNatural	5		
61	<u>WESTWARD</u>	24N067	Punch And Chisel Set, Steel, 12 Pc	Item:Punch and Chisel Set Tether Capable Standard Tool (Accessory Needed for Tethering) Number of Pieces12 Sizes IncludedCenter Punch: 3/8", Drive Pin Punch: 3/32 1/8 3/16" Starting	5		

62	<u>YELLOW JACKET</u>	60331	Tube Bender, 3/8,1/2,5/8,3/4,7/8 In	Item Tube Bender TypeOne-Handed Ratchet Outside Dia. Tubing (In.)1/4, 5/16, 3/8, 1/2, 5/8, 3/4, 7/8 Centerline Bend Radius1 3/16 For 3/8 OD, 1 3/8 For 1/2 OD, 1 15/16	3		
63	<u>PC PRODUCTS</u>	900550	Caulk Gun, High Thrust Ratio	Item:Caulk Gun Type High Thrust 26:1 Ratio ColorLime Green	5		
64	<u>WESTWARD</u>	5YUU6	Mirror Hex Key Set, Chrome Vanadium Steel, SAE/Metric/Star, Fold-Up, Number of Pieces: 25	Item: Hex Key Set Measurement TypeSAE/Metric/Star Handle TypeFold-Up Arm TypeShort Blade MaterialChrome Vanadium Steel	5		
65	<u>RUBBERMAID</u>	FG4040G88	Digital Shipping & Rcvng Scale, 400 lbCap	Item:Shipping and Receiving Scale Digital/Mechanical Digital Capacity180kg/400 lb. Graduations0.2kg/0.5 lb. Weighing Surface Depth12-1/2" Weighing Surface Width12" Overall	1		
66	<u>WESTWARD</u>	1VXP2	Screwdriver Bit Set, 1/4 Hex Dr, 175 Pc	Item Screwdriver Bit Set Number of Pieces175 Shank Size (In.)1/4 Hex MaterialAlloy Tool Steel ApplicationFor Driving Heat Treated Screws, Such As Sheet Metal, Self Tapping And Self Drilling Screws With Screwguns And Cordless Or Electric Drills IncludesPhillips Ribbed, Slotted , Phillips, Pozi Phillips, Hex	5		
67	<u>DEWALT</u>	D180005	Hole Saw Kit, HSS, 3/4 To 2 1/2 In, 14 Pc	Item:General Purpose Hole Saw Kit Number of Pieces14 Tooth MaterialBi- Metal Arbor DesignIncluded Range of Saw Sizes3/4" to 2-1/2" Saw Sizes Included3/4", 7/8", 1", 1-1/8", 1-3/8", 1- 1/2", 1-3/4", 2", 2-1/8", 2- 1/4" and 2-1/2" Max. Cutting Depth1-13/16"	3		
68	<u>MILWAUKEE</u>	48-22-5216	Steel 16 ft./5m SAE/Metric Magnetic Tip Tape Measure	Item:Magnetic Tip Tape Measure Measurement TypeSAE/Metric Blade Length16 ft./5m Blade Width1" Blade MaterialSteel Case TypeClosed	5		
69	<u>WESTWARD</u>	4YR51	Hacksaw Kit, 2pc	Item Hacksaw Kit Blade Length10 and 12" Tether CapableStandard Tool (Accessory Needed for Tethering) FunctionProvides Longer Blade Life and Fast	5		