

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 1 of 76					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER S-BE200-15-Q-0032					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Brian E. Kressin BrusselsBids@state.gov				b. TELEPHONE NUMBER(No collect calls) 02/811.4000		8. OFFER DUE DATE/ LOCAL TIME July 22, 2015 at 16:00PM			
9. ISSUED BY U.S. Embassy Procurement Officer Regentlaan/Boulevard du Régent 27 1000 Brussels				10. THIS ACQUISITION IS				<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ___ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO See 9.				16. ADMINISTERED BY							
17a. CONTRACTOR/OFFERER		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Embassy Financial Management Center Regentlaan 27 1000 Brussels					
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER											
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT		
		Worldwide Courier Services. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							€ Base Year		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) €					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)						
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED			
					Brian E. Kressin Contracting officer						

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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
RFQ NUMBER S-BE200-15-Q-0032
PRICES, BLOCK 23

I. PERFORMANCE WORK STATEMENT

A. General

The purpose of this Request for Quotations (RFQ) is for the contractor to furnish worldwide express courier services for the US Embassy and its affiliated agencies from Brussels to the rest of the world. Services will be delivered against firm and fixed prices and on an indefinite quantity basis. The contractor shall pick up the parcels at agreed places daily, Monday through Friday, excluding Belgian and American holidays. The contractor shall make all necessary arrangements for shipment overnight.

B. Contract type

This Request for Quotations (RFQ) will result in an Indefinite-Delivery Indefinite-Quantity (IDIQ) firm-fixed price contract. The number of worldwide express courier service delivery requests may change (increase/decrease) at any time during the length of this contract.

C. Contract Term

The contract will be for a one-year period from the date of contract award, with four (4) one-year option.

II. PRICING

The firm-fixed prices listed hereafter shall include all direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead and profit.

The estimated number of shipments over a one-year period is listed in the price schedule for evaluation purposes only.

The award will be made on the basis of Price with prices offered in section II.A.1, II.B.1, II.C.1, II.D.1 and II.E.1 constituting **20%** of the award consideration, prices in section II.A.2, II.B.2, II.C.2, II.D.2 and II.E.2 constituting **70%** and prices in section II.A.3, II.B.3, II.C.3, II.D.3 and II.E.3 constituting **10%** of the basis for award.

The award weights are in order for the Government to achieve the most cost effective prices for destinations of the majority of its worldwide courier service parcels.

In sections II.A.3, II.B.3, II.C.3, II.D.3 and II.E.3 offerors shall enter the price for one (1) regular shipment in the indicated weight categories between 0.5 kg and 30 kg to 5 destinations in the world. In addition, offerors shall include a complete price matrix for shipments between 0.5 kg and 30 kg with 0.5 kg increments up to 10 kg and in 1 kg increments from 10 kg to 30 kg to all other destinations in the world in their proposal.

All prices are based on shipments from the U.S. Embassy, Regentlaan 25, 1000 Brussels, and/or ELSO, Noorderlaan 147 / 12A, 2030 Antwerp, to destinations identified in the matrix'.

All prices shall be in Euro and without VAT of which the U.S. Embassy is exempt.

II.A. PRICING - BASE PERIOD (August 1, 2015 – July 31, 2016)**II.A.1. Shipments with a maximum weight of 0.5 kg (Schedule A)
LESS FREQUENTLY USED DESTINATIONS**

COUNTRIES	Estimated Shipments / yr	Cost per shipment (€)	Total estimated cost in €
Afghanistan	1	€	€
Albania	1	€	€
Algeria	3	€	€
Andorra	1	€	€
Angola	2	€	€
Arab Emirates Unit.	2	€	€
Argentina	1	€	€
Armenia	1	€	€
Azerbaijan	1	€	€
Bahamas	1	€	€
Bahrain	1	€	€
Bangladesh	3	€	€
Bangui	1	€	€
Barbados	1	€	€
Belarus	1	€	€
Benin	3	€	€
Belize	1	€	€
Bolivia	1	€	€
Bosnia-Herzegovina	1	€	€
Botswana	1	€	€
Brunei	1	€	€
Bulgaria	1	€	€
Burkina Faso	1	€	€
Burundi	2	€	€
Cambodia	1	€	€

Cameroon	3	€	€
Cape Verde	1	€	€
Central African Rep.	1	€	€
Chad	2	€	€
Chile	2	€	€
Colombia	2	€	€
Costa Rica	1	€	€
Croatia	2	€	€
Cuba	1	€	€
Cyprus	1	€	€
Czech Republic	1	€	€
Denmark	4	€	€
Djibouti	3	€	€
Dominican Republic	1	€	€
East Timor	1	€	€
Ecuador	1	€	€
Egypt	2	€	€
El Salvador	2	€	€
Eritrea	1	€	€
Estonia	1	€	€
Ethiopia	3	€	€
Fiji	1	€	€
Finland	2	€	€
Gabon	3	€	€
Gambia	2	€	€
Georgia	1	€	€
Ghana	3	€	€
Greece	2	€	€
Guatemala	1	€	€
Guinea-Bissau	1	€	€

Guinea Rep.	2	€	€
Guyana	2	€	€
Haiti	2	€	€
Honduras Rep	3	€	€
Hong Kong	1	€	€
Hungary	1	€	€
Iceland	1	€	€
India	1	€	€
Indonesia	1	€	€
Ireland	3	€	€
Israel	3	€	€
Ivory Coast	2	€	€
Jamaica	1	€	€
Japan	1	€	€
Jordan	1	€	€
Kazakhstan	1	€	€
Korea, Rep.	1	€	€
Kuwait	1	€	€
Kyrgyzstan	1	€	€
Laos	2	€	€
Latvia	1	€	€
Lebanon	1	€	€
Lesotho	1	€	€
Libya	1	€	€
Liberia	2	€	€
Lithuania	1	€	€
Luxembourg	3	€	€
Macedonia	1	€	€
Madagascar	2		
Malawi	1	€	€

Malaysia	1	€	€
Mali	3	€	€
Malta	1	€	€
Marshall Islands	1	€	€
Mauritania	1	€	€
Mauritius	2	€	€
Mexico	1	€	€
Moldova	1	€	€
Mongolia	1	€	€
Montenegro	1	€	€
Morocco	1	€	€
Myanmar	1	€	€
Namibia	1	€	€
Nepal	3	€	€
New Zealand	1	€	€
Nicaragua	2	€	€
Niger	3	€	€
Nigeria	2	€	€
Norway	1	€	€
Oman	1	€	€
Pakistan	2	€	€
Panama	1	€	€
Papua New Guinea	1	€	€
Paraguay	1	€	€
Peru	3	€	€
Philippines	1	€	€
Poland	3	€	€
Portugal	2	€	€
Puerto Rico	1	€	€
Qatar	1	€	€

Romania	1	€	€
Russian Federation	1	€	€
Rwanda	3	€	€
Saudi Arabia	2	€	€
Serbia	1	€	€
Seychelles	1	€	€
Sierra Leone	2	€	€
Singapore	2	€	€
Slovenia	1	€	€
South Africa	3	€	€
Sri Lanka	1	€	€
Sudan	2	€	€
Swaziland	1	€	€
Sweden	1	€	€
Syria	1	€	€
Taiwan	1	€	€
Tajikistan	1	€	€
Tanzania	1	€	€
Thailand	1	€	€
Togo	3	€	€
Trinidad & Tobago	1	€	€
Tunisia	1	€	€
Turkey	4	€	€
Turkmenistan	1	€	€
Uganda	3	€	€
Ukraine	1	€	€
Uruguay	3	€	€
Uzbekistan	1	€	€
Venezuela	3	€	€
Vietnam	3	€	€

Yemen	2	€	€
Zambia	1	€	€
Zimbabwe	1	€	€

Total est. cost for shipments with a maximum weight of 0.5 kg LESS FREQUENTLY USED DESTINATIONS Base Year	€
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**II.A.2. Shipments with a maximum weight of 0.5 kg (Schedule B)
MOST FREQUENTLY USED DESTINATIONS**

COUNTRIES	Estimated Shipments / yr	Cost per shipment (€)	Total estimated cost in €
Australia	5	€	€
Austria	7	€	€
Brazil	8	€	€
Canada	9	€	€
China People's Rep.	10	€	€
Congo Republic	6	€	€
France	11	€	€
Germany	10	€	€
Italy	8	€	€
Kenya	6	€	€
Mozambique	6	€	€
Netherlands	10	€	€
Senegal	7	€	€
Spain	10	€	€
Switzerland	10	€	€
United Kingdom	25	€	€
USA	250	€	€

Total est. cost for shipments with a maximum weight of 0.5 kg MOST FREQUENTLY USED DESTINATIONS Base Year	€
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**II.A.3. SHIPMENTS BETWEEN 0.5 KG AND 30 KG TO ALL DESTINATIONS IN THE WORLD
(Schedule C)**

The offeror shall complete the matrix below for 1 QTY regular shipment in the indicated weight categories between 0.5 kg and 30 kg to 5 destinations in the world for evaluation purposes.

In addition, the offeror shall include a complete price matrix for shipments between 0.5 kg and 30 kg with 0.5 kg increments up to 10 kg and in 1 kg increments from 10kg to 30 kg to all destinations in the world in their proposal.

KG	USA	United Kingdom	Senegal	Brazil	China People's Rep.	SUB-TOTALS
1	€	€	€	€	€	€
5.5	€	€	€	€	€	€
10	€	€	€	€	€	€
15	€	€	€	€	€	€
20	€	€	€	€	€	€
25	€	€	€	€	€	€
30	€	€	€	€	€	€

Total estimated cost for worldwide shipments between 0.5kg and 30kg Base Year	€
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II.A.4. Total estimated cost for the BASE year:

Cost for shipments up to 0.5 kg (II.A.1) for Schedule A	€
Cost for shipments up to 0.5 kg (II.A.2) for Schedule B	€
Cost for shipments between 0.5 kg and 30 kg (II.A.3) Schedule C	€ _____
Total BASE year cost:	€

II.A.5 Minimum and Maximum Amounts

During the contract period, the Government shall place orders totaling a minimum of € 2,000.00 This reflects the contract minimum for this period of performance.

The amount of all orders shall not exceed € 60,000.00. This reflects the contract maximum for this period of performance.

II.B. PRICING – FIRST OPTION PERIOD (August 1, 2016 – July 31, 2017)**II.B.1. Shipments with a maximum weight of 0.5 kg (Schedule A)
LESS FREQUENTLY USED DESTINATIONS**

COUNTRIES	Estimated Shipments / yr	Cost per shipment (€)	Total estimated cost in €
Afghanistan	1	€	€
Albania	1	€	€
Algeria	3	€	€
Andorra	1	€	€
Angola	2	€	€
Arab Emirates Unit.	2	€	€
Argentina	1	€	€
Armenia	1	€	€
Azerbaijan	1	€	€
Bahamas	1	€	€
Bahrain	1	€	€
Bangladesh	3	€	€
Bangui	1	€	€
Barbados	1	€	€
Belarus	1	€	€
Benin	3	€	€
Belize	1	€	€
Bolivia	1	€	€
Bosnia-Herzegovina	1	€	€
Botswana	1	€	€
Brunei	1	€	€
Bulgaria	1	€	€
Burkina Faso	1	€	€
Burundi	2	€	€
Cambodia	1	€	€

Cameroon	3	€	€
Cape Verde	1	€	€
Central African Rep.	1	€	€
Chad	2	€	€
Chile	2	€	€
Colombia	2	€	€
Costa Rica	1	€	€
Croatia	2	€	€
Cuba	1	€	€
Cyprus	1	€	€
Czech Republic	1	€	€
Denmark	4	€	€
Djibouti	3	€	€
Dominican Republic	1	€	€
East Timor	1	€	€
Ecuador	1	€	€
Egypt	2	€	€
El Salvador	2	€	€
Eritrea	1	€	€
Estonia	1	€	€
Ethiopia	3	€	€
Fiji	1	€	€
Finland	2	€	€
Gabon	3	€	€
Gambia	2	€	€
Georgia	1	€	€
Ghana	3	€	€
Greece	2	€	€
Guatemala	1	€	€
Guinea-Bissau	1	€	€

Guinea Rep.	2	€	€
Guyana	2	€	€
Haiti	2	€	€
Honduras Rep	3	€	€
Hong Kong	1	€	€
Hungary	1	€	€
Iceland	1	€	€
India	1	€	€
Indonesia	1	€	€
Ireland	3	€	€
Israel	3	€	€
Ivory Coast	2	€	€
Jamaica	1	€	€
Japan	1	€	€
Jordan	1	€	€
Kazakhstan	1	€	€
Korea, Rep.	1	€	€
Kuwait	1	€	€
Kyrgyzstan	1	€	€
Laos	2	€	€
Latvia	1	€	€
Lebanon	1	€	€
Lesotho	1	€	€
Libya	1	€	€
Liberia	2	€	€
Lithuania	1	€	€
Luxembourg	3	€	€
Macedonia	1	€	€
Madagascar	2		
Malawi	1	€	€

Malaysia	1	€	€
Mali	3	€	€
Malta	1	€	€
Marshall Islands	1	€	€
Mauritania	1	€	€
Mauritius	2	€	€
Mexico	1	€	€
Moldova	1	€	€
Mongolia	1	€	€
Montenegro	1	€	€
Morocco	1	€	€
Myanmar	1	€	€
Namibia	1	€	€
Nepal	3	€	€
New Zealand	1	€	€
Nicaragua	2	€	€
Niger	3	€	€
Nigeria	2	€	€
Norway	1	€	€
Oman	1	€	€
Pakistan	2	€	€
Panama	1	€	€
Papua New Guinea	1	€	€
Paraguay	1	€	€
Peru	3	€	€
Philippines	1	€	€
Poland	3	€	€
Portugal	2	€	€
Puerto Rico	1	€	€
Qatar	1	€	€

Romania	1	€	€
Russian Federation	1	€	€
Rwanda	3	€	€
Saudi Arabia	2	€	€
Serbia	1	€	€
Seychelles	1	€	€
Sierra Leone	2	€	€
Singapore	2	€	€
Slovenia	1	€	€
South Africa	3	€	€
Sri Lanka	1	€	€
Sudan	2	€	€
Swaziland	1	€	€
Sweden	1	€	€
Syria	1	€	€
Taiwan	1	€	€
Tajikistan	1	€	€
Tanzania	1	€	€
Thailand	1	€	€
Togo	3	€	€
Trinidad & Tobago	1	€	€
Tunisia	1	€	€
Turkey	4	€	€
Turkmenistan	1	€	€
Uganda	3	€	€
Ukraine	1	€	€
Uruguay	3	€	€
Uzbekistan	1	€	€
Venezuela	3	€	€
Vietnam	3	€	€

Yemen	2	€	€
Zambia	1	€	€
Zimbabwe	1	€	€

Total est. cost for shipments with a maximum weight of 0.5 kg LESS FREQUENTLY USED DESTINATIONS Option Year 1	€
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**II.B.2. Shipments with a maximum weight of 0.5 kg (Schedule B)
MOST FREQUENTLY USED DESTINATIONS**

COUNTRIES	Estimated Shipments / yr	Cost per shipment (€)	Total estimated cost in €
Australia	5	€	€
Austria	7	€	€
Brazil	8	€	€
Canada	9	€	€
China People's Rep.	10	€	€
Congo Republic	6	€	€
France	11	€	€
Germany	10	€	€
Italy	8	€	€
Kenya	6	€	€
Mozambique	6	€	€
Netherlands	10	€	€
Senegal	7	€	€
Spain	10	€	€
Switzerland	10	€	€
United Kingdom	25	€	€
USA	250	€	€

Total est. cost for shipments with a maximum weight of 0.5 kg MOST FREQUENTLY USED DESTINATIONS Option Year 1	€
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II.B.3. SHIPMENTS BETWEEN 0.5 KG AND 30 KG TO ALL DESTINATIONS IN THE WORLD (Schedule C)

The offeror shall complete the matrix below for 1 QTY regular shipment in the indicated weight categories between 0.5 kg and 30 kg to 5 destinations in the world for evaluation purposes.

In addition, the offeror shall include a complete price matrix for shipments between 0.5 kg and 30 kg with 0.5 kg increments up to 10 kg and in 1 kg increments from 10kg to 30 kg to all destinations in the world in their proposal.

KG	USA	United Kingdom	Senegal	Brazil	China People's Rep.	SUB-TOTALS
1	€	€	€	€	€	€
5.5	€	€	€	€	€	€
10	€	€	€	€	€	€
15	€	€	€	€	€	€
20	€	€	€	€	€	€
25	€	€	€	€	€	€
30	€	€	€	€	€	€

Total estimated cost for worldwide shipments between 0.5kg and 30kg Option Year 1	€
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II.B.4. Total estimated cost for Option year 1:

Cost for shipments up to 0.5 kg (II.B.1) for Schedule A €
 Cost for shipments up to 0.5 kg (II.B.2) for Schedule B €
 Cost for shipments between 0.5 kg and 30 kg (II.B.3) Schedule C € _____

Total Option year 1 cost: €

II.B.5 Minimum and Maximum Amounts

During the contract period, the Government shall place orders totaling a minimum of € 2,000.00

This reflects the contract minimum for this period of performance.

The amount of all orders shall not exceed € 60,000.00. This reflects the contract maximum for this period of performance.

II.C. PRICING – SECOND OPTION PERIOD (August 1, 2017 – July 31, 2018)**II.C.1. Shipments with a maximum weight of 0.5 kg (Schedule A)
LESS FREQUENTLY USED DESTINATIONS**

COUNTRIES	Estimated Shipments / yr	Cost per shipment (€)	Total estimated cost in €
Afghanistan	1	€	€
Albania	1	€	€
Algeria	3	€	€
Andorra	1	€	€
Angola	2	€	€
Arab Emirates Unit.	2	€	€
Argentina	1	€	€
Armenia	1	€	€
Azerbaijan	1	€	€
Bahamas	1	€	€
Bahrain	1	€	€
Bangladesh	3	€	€
Bangui	1	€	€
Barbados	1	€	€
Belarus	1	€	€
Benin	3	€	€
Belize	1	€	€
Bolivia	1	€	€
Bosnia-Herzegovina	1	€	€
Botswana	1	€	€
Brunei	1	€	€
Bulgaria	1	€	€
Burkina Faso	1	€	€
Burundi	2	€	€
Cambodia	1	€	€

Cameroon	3	€	€
Cape Verde	1	€	€
Central African Rep.	1	€	€
Chad	2	€	€
Chile	2	€	€
Colombia	2	€	€
Costa Rica	1	€	€
Croatia	2	€	€
Cuba	1	€	€
Cyprus	1	€	€
Czech Republic	1	€	€
Denmark	4	€	€
Djibouti	3	€	€
Dominican Republic	1	€	€
East Timor	1	€	€
Ecuador	1	€	€
Egypt	2	€	€
El Salvador	2	€	€
Eritrea	1	€	€
Estonia	1	€	€
Ethiopia	3	€	€
Fiji	1	€	€
Finland	2	€	€
Gabon	3	€	€
Gambia	2	€	€
Georgia	1	€	€
Ghana	3	€	€
Greece	2	€	€
Guatemala	1	€	€
Guinea-Bissau	1	€	€

Guinea Rep.	2	€	€
Guyana	2	€	€
Haiti	2	€	€
Honduras Rep	3	€	€
Hong Kong	1	€	€
Hungary	1	€	€
Iceland	1	€	€
India	1	€	€
Indonesia	1	€	€
Ireland	3	€	€
Israel	3	€	€
Ivory Coast	2	€	€
Jamaica	1	€	€
Japan	1	€	€
Jordan	1	€	€
Kazakhstan	1	€	€
Korea, Rep.	1	€	€
Kuwait	1	€	€
Kyrgyzstan	1	€	€
Laos	2	€	€
Latvia	1	€	€
Lebanon	1	€	€
Lesotho	1	€	€
Libya	1	€	€
Liberia	2	€	€
Lithuania	1	€	€
Luxembourg	3	€	€
Macedonia	1	€	€
Madagascar	2		
Malawi	1	€	€

Malaysia	1	€	€
Mali	3	€	€
Malta	1	€	€
Marshall Islands	1	€	€
Mauritania	1	€	€
Mauritius	2	€	€
Mexico	1	€	€
Moldova	1	€	€
Mongolia	1	€	€
Montenegro	1	€	€
Morocco	1	€	€
Myanmar	1	€	€
Namibia	1	€	€
Nepal	3	€	€
New Zealand	1	€	€
Nicaragua	2	€	€
Niger	3	€	€
Nigeria	2	€	€
Norway	1	€	€
Oman	1	€	€
Pakistan	2	€	€
Panama	1	€	€
Papua New Guinea	1	€	€
Paraguay	1	€	€
Peru	3	€	€
Philippines	1	€	€
Poland	3	€	€
Portugal	2	€	€
Puerto Rico	1	€	€
Qatar	1	€	€

Romania	1	€	€
Russian Federation	1	€	€
Rwanda	3	€	€
Saudi Arabia	2	€	€
Serbia	1	€	€
Seychelles	1	€	€
Sierra Leone	2	€	€
Singapore	2	€	€
Slovenia	1	€	€
South Africa	3	€	€
Sri Lanka	1	€	€
Sudan	2	€	€
Swaziland	1	€	€
Sweden	1	€	€
Syria	1	€	€
Taiwan	1	€	€
Tajikistan	1	€	€
Tanzania	1	€	€
Thailand	1	€	€
Togo	3	€	€
Trinidad & Tobago	1	€	€
Tunisia	1	€	€
Turkey	4	€	€
Turkmenistan	1	€	€
Uganda	3	€	€
Ukraine	1	€	€
Uruguay	3	€	€
Uzbekistan	1	€	€
Venezuela	3	€	€
Vietnam	3	€	€

Yemen	2	€	€
Zambia	1	€	€
Zimbabwe	1	€	€

Total est. cost for shipments with a maximum weight of 0.5 kg LESS FREQUENTLY USED DESTINATIONS Option Year 2	€
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**II.C.2. Shipments with a maximum weight of 0.5 kg (Schedule B)
MOST FREQUENTLY USED DESTINATIONS**

COUNTRIES	Estimated Shipments / yr	Cost per shipment (€)	Total estimated cost in €
Australia	5	€	€
Austria	7	€	€
Brazil	8	€	€
Canada	9	€	€
China People's Rep.	10	€	€
Congo Republic	6	€	€
France	11	€	€
Germany	10	€	€
Italy	8	€	€
Kenya	6	€	€
Mozambique	6	€	€
Netherlands	10	€	€
Senegal	7	€	€
Spain	10	€	€
Switzerland	10	€	€
United Kingdom	25	€	€
USA	250	€	€

Total est. cost for shipments with a maximum weight of 0.5 kg MOST FREQUENTLY USED DESTINATIONS Option Year 2	€
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II.C.3. SHIPMENTS BETWEEN 0.5 KG AND 30 KG TO ALL DESTINATIONS IN THE WORLD (Schedule C)

The offeror shall complete the matrix below for 1 QTY regular shipment in the indicated weight categories between 0.5 kg and 30 kg to 5 destinations in the world for evaluation purposes.

In addition, the offeror shall include a complete price matrix for shipments between 0.5 kg and 30 kg with 0.5 kg increments up to 10 kg and in 1 kg increments from 10kg to 30 kg to all destinations in the world in their proposal.

KG	USA	United Kingdom	Senegal	Brazil	China People's Rep.	SUB-TOTALS
1	€	€	€	€	€	€
5.5	€	€	€	€	€	€
10	€	€	€	€	€	€
15	€	€	€	€	€	€
20	€	€	€	€	€	€
25	€	€	€	€	€	€
30	€	€	€	€	€	€

Total estimated cost for worldwide shipments between 0.5kg and 30kg Option Year 2	€
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II.C.4. Total estimated cost for Option year 2:

Cost for shipments up to 0.5 kg (II.C.1) for Schedule A €
 Cost for shipments up to 0.5 kg (II.C.2) for Schedule B €
 Cost for shipments between 0.5 kg and 30 kg (II.C.3) Schedule C € _____

Total Option year 2 cost: €

II.C.5 Minimum and Maximum Amounts

During the contract period, the Government shall place orders totaling a minimum of € 2,000.00

This reflects the contract minimum for this period of performance.

The amount of all orders shall not exceed € 60,000.00. This reflects the contract maximum for this period of performance.

II.D. PRICING – THIRD OPTION PERIOD (August 1, 2018 – July 31, 2019)**II.D.1. Shipments with a maximum weight of 0.5 kg (Schedule A)
LESS FREQUENTLY USED DESTINATIONS**

COUNTRIES	Estimated Shipments / yr	Cost per shipment (€)	Total estimated cost in €
Afghanistan	1	€	€
Albania	1	€	€
Algeria	3	€	€
Andorra	1	€	€
Angola	2	€	€
Arab Emirates Unit.	2	€	€
Argentina	1	€	€
Armenia	1	€	€
Azerbaijan	1	€	€
Bahamas	1	€	€
Bahrain	1	€	€
Bangladesh	3	€	€
Bangui	1	€	€
Barbados	1	€	€
Belarus	1	€	€
Benin	3	€	€
Belize	1	€	€
Bolivia	1	€	€
Bosnia-Herzegovina	1	€	€
Botswana	1	€	€
Brunei	1	€	€
Bulgaria	1	€	€
Burkina Faso	1	€	€
Burundi	2	€	€
Cambodia	1	€	€

Cameroon	3	€	€
Cape Verde	1	€	€
Central African Rep.	1	€	€
Chad	2	€	€
Chile	2	€	€
Colombia	2	€	€
Costa Rica	1	€	€
Croatia	2	€	€
Cuba	1	€	€
Cyprus	1	€	€
Czech Republic	1	€	€
Denmark	4	€	€
Djibouti	3	€	€
Dominican Republic	1	€	€
East Timor	1	€	€
Ecuador	1	€	€
Egypt	2	€	€
El Salvador	2	€	€
Eritrea	1	€	€
Estonia	1	€	€
Ethiopia	3	€	€
Fiji	1	€	€
Finland	2	€	€
Gabon	3	€	€
Gambia	2	€	€
Georgia	1	€	€
Ghana	3	€	€
Greece	2	€	€
Guatemala	1	€	€
Guinea-Bissau	1	€	€

Guinea Rep.	2	€	€
Guyana	2	€	€
Haiti	2	€	€
Honduras Rep	3	€	€
Hong Kong	1	€	€
Hungary	1	€	€
Iceland	1	€	€
India	1	€	€
Indonesia	1	€	€
Ireland	3	€	€
Israel	3	€	€
Ivory Coast	2	€	€
Jamaica	1	€	€
Japan	1	€	€
Jordan	1	€	€
Kazakhstan	1	€	€
Korea, Rep.	1	€	€
Kuwait	1	€	€
Kyrgyzstan	1	€	€
Laos	2	€	€
Latvia	1	€	€
Lebanon	1	€	€
Lesotho	1	€	€
Libya	1	€	€
Liberia	2	€	€
Lithuania	1	€	€
Luxembourg	3	€	€
Macedonia	1	€	€
Madagascar	2		
Malawi	1	€	€

Malaysia	1	€	€
Mali	3	€	€
Malta	1	€	€
Marshall Islands	1	€	€
Mauritania	1	€	€
Mauritius	2	€	€
Mexico	1	€	€
Moldova	1	€	€
Mongolia	1	€	€
Montenegro	1	€	€
Morocco	1	€	€
Myanmar	1	€	€
Namibia	1	€	€
Nepal	3	€	€
New Zealand	1	€	€
Nicaragua	2	€	€
Niger	3	€	€
Nigeria	2	€	€
Norway	1	€	€
Oman	1	€	€
Pakistan	2	€	€
Panama	1	€	€
Papua New Guinea	1	€	€
Paraguay	1	€	€
Peru	3	€	€
Philippines	1	€	€
Poland	3	€	€
Portugal	2	€	€
Puerto Rico	1	€	€
Qatar	1	€	€

Romania	1	€	€
Russian Federation	1	€	€
Rwanda	3	€	€
Saudi Arabia	2	€	€
Serbia	1	€	€
Seychelles	1	€	€
Sierra Leone	2	€	€
Singapore	2	€	€
Slovenia	1	€	€
South Africa	3	€	€
Sri Lanka	1	€	€
Sudan	2	€	€
Swaziland	1	€	€
Sweden	1	€	€
Syria	1	€	€
Taiwan	1	€	€
Tajikistan	1	€	€
Tanzania	1	€	€
Thailand	1	€	€
Togo	3	€	€
Trinidad & Tobago	1	€	€
Tunisia	1	€	€
Turkey	4	€	€
Turkmenistan	1	€	€
Uganda	3	€	€
Ukraine	1	€	€
Uruguay	3	€	€
Uzbekistan	1	€	€
Venezuela	3	€	€
Vietnam	3	€	€

Yemen	2	€	€
Zambia	1	€	€
Zimbabwe	1	€	€

Total est. cost for shipments with a maximum weight of 0.5 kg LESS FREQUENTLY USED DESTINATIONS Option Year 3	€
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**II.D.2. Shipments with a maximum weight of 0.5 kg (Schedule B)
MOST FREQUENTLY USED DESTINATIONS**

COUNTRIES	Estimated Shipments / yr	Cost per shipment (€)	Total estimated cost in €
Australia	5	€	€
Austria	7	€	€
Brazil	8	€	€
Canada	9	€	€
China People's Rep.	10	€	€
Congo Republic	6	€	€
France	11	€	€
Germany	10	€	€
Italy	8	€	€
Kenya	6	€	€
Mozambique	6	€	€
Netherlands	10	€	€
Senegal	7	€	€
Spain	10	€	€
Switzerland	10	€	€
United Kingdom	25	€	€
USA	250	€	€

**Total est. cost for shipments with a maximum weight of 0.5 kg
MOST FREQUENTLY USED DESTINATIONS
Option Year 3**

€

II.D.3. SHIPMENTS BETWEEN 0.5 KG AND 30 KG TO ALL DESTINATIONS IN THE WORLD (Schedule C)

The offeror shall complete the matrix below for 1 QTY regular shipment in the indicated weight categories between 0.5 kg and 30 kg to 5 destinations in the world for evaluation purposes.

In addition, the offeror shall include a complete price matrix for shipments between 0.5 kg and 30 kg with 0.5 kg increments up to 10 kg and in 1 kg increments from 10kg to 30 kg to all destinations in the world in their proposal.

KG	USA	United Kingdom	Senegal	Brazil	China People's Rep.	SUB-TOTALS
1	€	€	€	€	€	€
5.5	€	€	€	€	€	€
10	€	€	€	€	€	€
15	€	€	€	€	€	€
20	€	€	€	€	€	€
25	€	€	€	€	€	€
30	€	€	€	€	€	€

Total estimated cost for worldwide shipments between 0.5kg and 30kg Option Year 3	€
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II.D.4. Total estimated cost for Option year 3:

Cost for shipments up to 0.5 kg (II.D.1) for Schedule A €
 Cost for shipments up to 0.5 kg (II.D.2) for Schedule B €
 Cost for shipments between 0.5 kg and 30 kg (II.D.3) Schedule C € _____

Total Option year 3 cost: €

II.D.5 Minimum and Maximum Amounts

During the contract period, the Government shall place orders totaling a minimum of € 2,000.00

This reflects the contract minimum for this period of performance.

The amount of all orders shall not exceed € 60,000.00. This reflects the contract maximum for this period of performance.

II.E. PRICING – FOURTH OPTION PERIOD (August 1, 2019 – July 31, 2020)**II.E.1. Shipments with a maximum weight of 0.5 kg (Schedule A)
LESS FREQUENTLY USED DESTINATIONS**

COUNTRIES	Estimated Shipments / yr	Cost per shipment (€)	Total estimated cost in €
Afghanistan	1	€	€
Albania	1	€	€
Algeria	3	€	€
Andorra	1	€	€
Angola	2	€	€
Arab Emirates Unit.	2	€	€
Argentina	1	€	€
Armenia	1	€	€
Azerbaijan	1	€	€
Bahamas	1	€	€
Bahrain	1	€	€
Bangladesh	3	€	€
Bangui	1	€	€
Barbados	1	€	€
Belarus	1	€	€
Benin	3	€	€
Belize	1	€	€
Bolivia	1	€	€
Bosnia-Herzegovina	1	€	€
Botswana	1	€	€
Brunei	1	€	€
Bulgaria	1	€	€
Burkina Faso	1	€	€
Burundi	2	€	€
Cambodia	1	€	€

Cameroon	3	€	€
Cape Verde	1	€	€
Central African Rep.	1	€	€
Chad	2	€	€
Chile	2	€	€
Colombia	2	€	€
Costa Rica	1	€	€
Croatia	2	€	€
Cuba	1	€	€
Cyprus	1	€	€
Czech Republic	1	€	€
Denmark	4	€	€
Djibouti	3	€	€
Dominican Republic	1	€	€
East Timor	1	€	€
Ecuador	1	€	€
Egypt	2	€	€
El Salvador	2	€	€
Eritrea	1	€	€
Estonia	1	€	€
Ethiopia	3	€	€
Fiji	1	€	€
Finland	2	€	€
Gabon	3	€	€
Gambia	2	€	€
Georgia	1	€	€
Ghana	3	€	€
Greece	2	€	€
Guatemala	1	€	€
Guinea-Bissau	1	€	€

Guinea Rep.	2	€	€
Guyana	2	€	€
Haiti	2	€	€
Honduras Rep	3	€	€
Hong Kong	1	€	€
Hungary	1	€	€
Iceland	1	€	€
India	1	€	€
Indonesia	1	€	€
Ireland	3	€	€
Israel	3	€	€
Ivory Coast	2	€	€
Jamaica	1	€	€
Japan	1	€	€
Jordan	1	€	€
Kazakhstan	1	€	€
Korea, Rep.	1	€	€
Kuwait	1	€	€
Kyrgyzstan	1	€	€
Laos	2	€	€
Latvia	1	€	€
Lebanon	1	€	€
Lesotho	1	€	€
Libya	1	€	€
Liberia	2	€	€
Lithuania	1	€	€
Luxembourg	3	€	€
Macedonia	1	€	€
Madagascar	2		
Malawi	1	€	€

Malaysia	1	€	€
Mali	3	€	€
Malta	1	€	€
Marshall Islands	1	€	€
Mauritania	1	€	€
Mauritius	2	€	€
Mexico	1	€	€
Moldova	1	€	€
Mongolia	1	€	€
Montenegro	1	€	€
Morocco	1	€	€
Myanmar	1	€	€
Namibia	1	€	€
Nepal	3	€	€
New Zealand	1	€	€
Nicaragua	2	€	€
Niger	3	€	€
Nigeria	2	€	€
Norway	1	€	€
Oman	1	€	€
Pakistan	2	€	€
Panama	1	€	€
Papua New Guinea	1	€	€
Paraguay	1	€	€
Peru	3	€	€
Philippines	1	€	€
Poland	3	€	€
Portugal	2	€	€
Puerto Rico	1	€	€
Qatar	1	€	€

Romania	1	€	€
Russian Federation	1	€	€
Rwanda	3	€	€
Saudi Arabia	2	€	€
Serbia	1	€	€
Seychelles	1	€	€
Sierra Leone	2	€	€
Singapore	2	€	€
Slovenia	1	€	€
South Africa	3	€	€
Sri Lanka	1	€	€
Sudan	2	€	€
Swaziland	1	€	€
Sweden	1	€	€
Syria	1	€	€
Taiwan	1	€	€
Tajikistan	1	€	€
Tanzania	1	€	€
Thailand	1	€	€
Togo	3	€	€
Trinidad & Tobago	1	€	€
Tunisia	1	€	€
Turkey	4	€	€
Turkmenistan	1	€	€
Uganda	3	€	€
Ukraine	1	€	€
Uruguay	3	€	€
Uzbekistan	1	€	€
Venezuela	3	€	€
Vietnam	3	€	€

Yemen	2	€	€
Zambia	1	€	€
Zimbabwe	1	€	€

Total est. cost for shipments with a maximum weight of 0.5 kg LESS FREQUENTLY USED DESTINATIONS Option Year 4	€
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**II.E.2. Shipments with a maximum weight of 0.5 kg (Schedule B)
MOST FREQUENTLY USED DESTINATIONS**

COUNTRIES	Estimated Shipments / yr	Cost per shipment (€)	Total estimated cost in €
Australia	5	€	€
Austria	7	€	€
Brazil	8	€	€
Canada	9	€	€
China People's Rep.	10	€	€
Congo Republic	6	€	€
France	11	€	€
Germany	10	€	€
Italy	8	€	€
Kenya	6	€	€
Mozambique	6	€	€
Netherlands	10	€	€
Senegal	7	€	€
Spain	10	€	€
Switzerland	10	€	€
United Kingdom	25	€	€
USA	250	€	€

Total est. cost for shipments with a maximum weight of 0.5 kg MOST FREQUENTLY USED DESTINATIONS Option Year 4	€
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**II.E.3. SHIPMENTS BETWEEN 0.5 KG AND 30 KG TO ALL DESTINATIONS IN THE WORLD
(Schedule C)**

The offeror shall complete the matrix below for 1 QTY regular shipment in the indicated weight categories between 0.5 kg and 30 kg to 5 destinations in the world for evaluation purposes.

In addition, the offeror shall include a complete price matrix for shipments between 0.5 kg and 30 kg with 0.5 kg increments up to 10 kg and in 1 kg increments from 10kg to 30 kg to all destinations in the world in their proposal.

KG	USA	United Kingdom	Senegal	Brazil	China People's Rep.	SUB-TOTALS
1	€	€	€	€	€	€
5.5	€	€	€	€	€	€
10	€	€	€	€	€	€
15	€	€	€	€	€	€
20	€	€	€	€	€	€
25	€	€	€	€	€	€
30	€	€	€	€	€	€

Total estimated cost for worldwide shipments between 0.5kg and 30kg Option Year 4	€
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II.E.4. Total estimated cost for Option year 4:

Cost for shipments up to 0.5 kg (II.E.1) for Schedule A €
 Cost for shipments up to 0.5 kg (II.E.2) for Schedule B €
 Cost for shipments between 0.5 kg and 30 kg (II.E.3) Schedule C € _____

Total Option year 4 cost: €

II.E.5 Minimum and Maximum Amounts

During the contract period, the Government shall place orders totaling a minimum of € 2,000.00

This reflects the contract minimum for this period of performance.

The amount of all orders shall not exceed € 60,000.00. This reflects the contract maximum for this period of performance.

II.F. GRAND TOTAL CONTRACT COST

Estimated cost over the base period (II.A.4):	€
Estimated cost over the first option period (II.B.4):	€
Estimated cost over the second option period (II.C.4):	€
Estimated cost over the third option period (II.D.4):	€
Estimated cost over the fourth option period (II.E.4):	€ _____
Total estimated cost over the contract period:	€

**CONTINUATION TO SF-1449,
RFQ NUMBER S-BE200-15-Q-0032
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

A. WORK DESCRIPTION

- 1.1. The Contractor shall collect, transport and deliver consignments by sending a courier on a “door-to-door” basis. The contractor shall organize the collection of scheduled consignments at a dedicated collection point daily. After placing an urgent or unscheduled order, the contractor shall collect the shipment at an upfront agreed time and place.
- 1.2. A consignment shall be delivered within 24 hours if an order is placed at or before noon and the final destination is in Europe or Belgium. The Contractor shall deliver consignments to locations in Washington DC within 48 hours.
- 1.3. Excusable delays.
The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- 1.4. The Contractor shall respond within 4 hours to an urgent or unscheduled order request during normal business hours.
- 1.5. The Contractor shall provide the Government with “pre-printed” Shipment Airway bills (AWB), flyers and envelopes for all agency accounts without any extra charge.
- 1.6. The Contractor should be able to provide a shipment delivery form only for registered shipments where such form is required. The form must be signed by a receiving person and his/her name and title must be clearly printed in capital letters.
- 1.7. Although not required, it is recommended that the Contractor has an established Internet tracking page, which is updated on a daily basis, containing all information about shipments. The purpose of this web page is to provide information to customers instantly. If the Contractor does not have a web page for tracking, the Contractor shall nominate one or more employees who will be responsible to answer all tracking questions within 30 minutes after request for tracking inquiry has been placed.
- 1.8. The contractor shall issue separate accounts for the different U.S. Government official agencies. An overview and the names of the 72 accounts listed under the current contract shall be provided upon the start of the contract. The number of agencies requiring separate accounts may change according to U.S. Government’s needs.

B. QUALITY ASSURANCE PLAN (QAP).

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the

terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

<i>Performance Objective</i>	<i>PWS Para</i>	<i>Performance Threshold</i>
<u>Services.</u> Performs collection, transport and worldwide delivery of consignments by sending a courier on a “door-to-door” basis, as set forth in the performance work statement (PWS)	Paragraph A	All required services are performed and no more than two (2) customer complaints are received per year. Collection, transport and worldwide delivery of consignments by sending a courier on a “door-to-door” basis

B.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

B.2 STANDARD. The performance standard is that the Government receives no more than two (2) customer complaints per year. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions- Commercial Items (May 2001), if any of the services exceed the standard.

B.3 PROCEDURES.

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

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

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

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

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

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

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

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

C. INVOICE REQUIREMENTS AND PAYMENT

- (a) The Contractor shall submit invoices **EXCLUDING VAT** in English on a monthly basis, for services provided during the previous month, to the payment office at the address shown in paragraph (f) below.
- (b) A separate monthly invoice for each account shall be issued.
- (c) Payments shall be authorized against the Contractor's proper invoices that have been approved by the COR or designee. Payment will be made in accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS in Section 2, upon certification of satisfactory performance by the COR.

The Contractor's original invoices are payable in full within 30 days after receipt of a valid invoice.

A proper invoice must include the following information.

- (1) Contractor's name and mailing address or Contractor's name and bank account information (for payments by wire transfers).
 - (2) Invoice date.
 - (3) Embassy contract number.
 - (4) Summary of services with the following additional information:
 - a) Price for each service
 - b) Agency account number
 - c) The date the service was requested
 - d) A copy of each Airway Bill (AWB) attached
 - (5) Prompt payment discount, if any.
 - (6) Name, title, phone number, and address of person to contact in case of an incorrect invoice.
- (d) If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within seven calendar days. The Contractor must then submit a proper invoice.
- (e) The COR shall interact with the Contractor regarding invoice problems.
- (f) The Contractor shall submit invoices in English to the following electronic address:
BruFMCAccountsProc@state.gov.
- (g) The designated Government payment office for this contract is also shown in Block 18a of Standard Form 1449, "Solicitation, Contract, Order for Commercial Items".
- (h) Payment shall be made in EURO.

D. PACKING, SHIPPING AND DELIVERY OF DOCUMENTS AND PARCELS

Packaging of the mail pouches shall be performed in accordance with the best commercial practices and in such a manner as to afford adequate protection against damage during shipment from pick-up point to destination. The contractor shall provide all packing materials (envelopes, labels, boxes, etc) to the Government at no extra cost.

E. KEY PERSONNEL

The Contractor shall assign to this contract the following key person to the identified position/function:

<u>Position/Function</u>	<u>Name</u>	<u>Tel.</u>	<u>E-mail</u>
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This key person shall be fluent in the English language. During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2014), 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 (OCT 2014)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(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 and 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 (Apr 2010) (41 U.S.C. 3509)).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (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. (Aug 2013) (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (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 Set-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 2014) (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 2014) 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. 657 f](#)).
- (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 (Feb 1999).
- (28) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (29) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014)([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 (Jul 2014) ([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) [52.222-54](#), Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (34)(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.)
- (35)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O. 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-13](#).
- (36)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-14](#).
- (37) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- (38)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O. 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-16](#).
- (39) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (40) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- (41)(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](#).
- (42) [52.225-5](#), Trade Agreements (Nov 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).
- (43) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (44) [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](#)).
- (45) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

- ___ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- X (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (53)(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) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (3) 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).
- ___ (4) 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).
- ___ (5) 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).
- ___ (6) 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).
- ___ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).
- ___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- ___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 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 (Apr 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
 - (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
 - (viii) 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.
 - (ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
 - (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - ___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (xi) 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).
 - (xii) 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).
 - (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
 - (xiv) 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).
 - (xv) 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.
 - (xvi) 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)

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

52.252-2CLAUSES 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://www.acquisition.gov/far/> 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, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) 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 (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

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

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

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

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

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than € **2,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of than € **60,000.00**;

(2) Any order for a combination of items in excess of than € **60,000.00**; or

(3) A series of orders from the same ordering office within than **90** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within than **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if

the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months/5 years**.

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

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

The following DOSAR clause(s) is/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)

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

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

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.
(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 English to the following electronic address: BruFMCAccountsProc@state.gov. 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:

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

- (a) The Department of State observes the following days as holidays in 2015:

• Holiday	• Day	• Date	• Type
New Year's Day	Thursday	January 1	U.S./Belgian
Martin Luther King, Jr.'s Birthday	Monday	January 19	U.S.
Washington's Birthday	Monday	February 16	U.S.
Good Friday	Friday	April 3	Local/EU
Easter Monday	Monday	April 6	Belgian
Belgian Labor Day	Friday	May 1	Belgian
Ascension Day	Thursday	May 14	Belgian
Memorial Day/Whit Monday	Monday	May 25	U.S./ Belgian
Independence Day (observed on)	Friday	July 3	U.S.
National Day	Tuesday	July 21	Belgian
Assumption Day (observed on)	Monday	August 17	Belgian
Labor Day	Monday	September 7	U.S.
Columbus Day	Monday	October 12	U.S.
All Saints Day (observed on)	Monday	November 2	Belgian
Veterans Day	Wednesday	November 11	U.S./Belgian
Thanksgiving Day	Thursday	November 26	U.S.
Christmas Day	Friday	December 25	U.S./Belgian
Boxing Day (observed on)	Monday	December 28	Local/EU

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

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

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

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 **the GSO Office Manager**.

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.

SECTION 3 - SOLICITATION PROVISIONS

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

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

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

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

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients over the past three (3) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Belgium 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.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

6. The offeror's strategic plan for worldwide courier services on a "door-to-door" basis 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

7. Provide either:

a) a copy of the **Certificate of Insurance**, or

b) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

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

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

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

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

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING INCERTAINTIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS (DEC 2012)

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

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

The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively

- (a) restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

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

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Denver Herren, at telephone 02/811.5595, fax number 02/811-5668. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

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

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (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”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

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

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

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

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

“Sensitive technology”—

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

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

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

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

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

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

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

(2) *Veteran-owned small business concern*. The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern*. The offeror represents, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. The offeror represents that it o is, o is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. The offeror represents that—

(i) It is, or 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, or 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. 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. The offeror represents that—

(i) It is, or 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, or 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. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(8) *Women-owned business concern (other than small business concern)*. 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*. The offeror represents, as part of its offer, that—

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

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

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

(i) It has developed and has on file, or 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 (41CFR 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

Line Item No.	Country of Origin

(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

Line Item No.	Country of Origin

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

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

(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.

(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

_____	_____
_____	_____
_____	_____

(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

(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

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

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

(3) o Are, o 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) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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)*.

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.*

(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.)

(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 or 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)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o 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;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

- (4) *Type of organization.*
- o Sole proprietorship;
 - o Partnership;
 - o Corporate entity (not tax-exempt);
 - o Corporate entity (tax-exempt);
 - o Government entity (Federal, State, or local);
 - o Foreign government;
 - o International organization per 26 CFR 1.6049-4;
 - o Other _____.

- (5) *Common parent.*
- o Offeror is not owned or controlled by a common parent;
 - o 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) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

(End of provision)

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

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

Note to bidder/offeror: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

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

(b) The Contracting Officer has determined that for performance in the country of Belgium

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

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

(End of provision)