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## SECTION 1 - THE SCHEDULE

## CONTINUATION TO SF-1449 COVER PAGE, RFQ NUMBER SCO20014Q0001

## PRICES, BLOCK 23 & BLOCK 20

1. Price and Payment

1.1 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because this type of services is tax exempt from the Government of Colombia.

1.2 The Contractor shall provide Spanish and English language training classes to be given at a firm fixed price, indefinite delivery, indefinite quantity (IDIQ) per live/classroom session and firm fixed price for **on-line/distance** participants . Live/classroom sessions shall be one hour in length and shall be scheduled between Monday and Friday 8:00 am to 6:00 pm. No more than five (5) students shall be part of any group class, unless mutually agreed upon by the Contractor and the Government. The minimum per year for English and Spanish is: 900 sessions/ 20 participants, and the maximum per year for English and Spanish is: 8,640 sessions/ 20 participants.

2.0 **Contract Pricing Base Year:**

**2.01**

| **Spanish Live/Classroom Sessions** | **Estimated Number of Sessions/Hours** | **Price per Session/Hour Col P$** | **Grand Total Col P$** |
|---|---|---|---|
| Individual | 5,400 | | |
| Group (2-5 Max) | 240 | | |

| **Spanish On-Line Participants** | **Estimated Number of Participants** | **Price per/month per Participant** | **Number of Months x 12** | **Grand Total Col P$** |
|---|---|---|---|---|
| | 10 | | | |

**2.02**

| **English Live/Classroom Sessions** | **Estimated Number of Sessions/Hours** | **Price per Session/Hour Col P$** | **Grand Total Col P$** |
|---|---|---|---|
| Individual | 480 | | |
| Group (2-5 Max) | 2,520 | | |

| English On-Line Participants | Estimated Number of Participants | Price per/month per Participant | Number of Months x 12 | Grand Total Col P$ |
|---|---|---|---|---|
| | 10 | | | |

**Grand Total for Base Year (Spanish & English) Live/Classroom and on-line sessions.** Col P$ _____

**Note:** One (1) hour equal one session. Students electing to take ½ hour of training shall be billed at 50% of the hourly rate. For on-line training, the expectation is that each module will require 40-50 hours of on-line coursework; 30 minutes sessions taken 3 times per week, a student would complete 90 minutes of on-line training per week or 6 hours per month. Based on these estimates, it is projected that it might take 8 months to complete each level, i.e., basic, intermediate, and advance training.

**2.1 Contract Pricing Option Year One:**

**2.101**

| Spanish Live/Classroom Sessions | Estimated Number of Sessions/Hours | Price per Session/Hour Col P$ | Grand Total Col P$ |
|---|---|---|---|
| Individual | 5,400 | | |
| Group (2-5 Max) | 240 | | |

| Spanish On-Line Participants | Estimated Number of Participants | Price per/month per Participant | Number of Months x 12 | Grand Total Col P$ |
|---|---|---|---|---|
| | 10 | | | |

**2.102**

| English Live/Classroom Sessions | Estimated Number of Sessions/Hours | Price per Session/Hour Col P$ | Grand Total Col P$ |
|---|---|---|---|
| Individual | 480 | | |
| Group (2-5 Max) | 2,520 | | |

| English On-Line Participants | Estimated Number of Participants | Price per/month per Participant | Number of Months x 12 | Grand Total Col P$ |
|---|---|---|---|---|
| | 10 | | | |

**Grand Total for Option Year One (Spanish & English) Live/Classroom and on-line sessions.** Col P$ _____

**Note: One (1) hour equal one session. Students electing to take ½ hour of training shall be billed at 50% of the hourly rate.**

**2.2 Contract Pricing Option Year Two:**

**2.201**

| **Spanish Live/Classroom Sessions** | **Estimated Number of Sessions/Hours** | **Price per Session/Hour Col P$** | **Grand Total Col P$** |
|---|---|---|---|
| Individual | 5,400 | | |
| Group (2-5 Max) | 240 | | |

| **Spanish On-Line Participants** | **Estimated Number of Participants** | **Price per/month per Participant** | **Number of Months x 12** | **Grand Total Col P$** |
|---|---|---|---|---|
| | 10 | | | |

**2.202**

| **English Live/Classroom Sessions** | **Estimated Number of Sessions/Hours** | **Price per Session/Hour Col P$** | **Grand Total Col P$** |
|---|---|---|---|
| Individual | 480 | | |
| Group (2-5 Max) | 2,520 | | |

| **English On-Line Participants** | **Estimated Number of Participants** | **Price per/month per Participant** | **Number of Months x 12** | **Grand Total Col P$** |
|---|---|---|---|---|
| | 10 | | | |

**Grand Total for Option Year Two (Spanish & English) Live/Classroom and on-line sessions.** Col P$ _____

**Note:** One (1) hour equal one session. Students electing to take ½ hour of training shall be billed at 50% of the hourly rate. For on-line training, the expectation is that each module will require 40-50 hours of on-line coursework; 30 minutes sessions taken 3 times per week, a student would complete 90 minutes of on-line training per week or 6 hours per month. Based on these estimates, it is projected that it might take 8 months to complete each level, i.e., basic, intermediate, and advance training.

**2.3 Contract Pricing Option Year Three:**

**2.301**

| Spanish Live/Classroom Sessions | Estimated Number of Sessions/Hours | Price per Session/Hour Col P$ | Grand Total Col P$ |
|---|---|---|---|
| Individual | 5,400 | | |
| Group (2-5 Max) | 240 | | |

| Spanish On-Line Participants | Estimated Number of Participants | Price per/month per Participant | Number of Months x 12 | Grand Total Col P$ |
|---|---|---|---|---|
| | 10 | | | |

**2.302**

| English Live/Classroom Sessions | Estimated Number of Sessions/Hours | Price per Session/Hour Col P$ | Grand Total Col P$ |
|---|---|---|---|
| Individual | 480 | | |
| Group (2-5 Max) | 2,520 | | |

| English On-Line Participants | Estimated Number of Participants | Price per/month per Participant | Number of Months x 12 | Grand Total Col P$ |
|---|---|---|---|---|
| | 10 | | | |

**Grand Total for Option Year Three (Spanish & English) Live/Classroom and on-line sessions.** Col P$ _____-

**Note:** One (1) hour equal one session. Students electing to take ½ hour of training shall be billed at 50% of the hourly rate. For on-line training, the expectation is that each module will require 40-50 hours of on-line coursework; 30 minutes sessions taken 3 times per week, a student would complete 90 minutes of on-line training per week or 6 hours per month. Based on these estimates, it is projected that it might take 8 months to complete each level, i.e., basic, intermediate, and advance training.

**2.4 Contract Pricing Option Year Four:**

**2.401**

| Spanish Live/Classroom Sessions | Estimated Number of Sessions/Hours | Price per Session/Hour Col P$ | Grand Total Col P$ |
|---|---|---|---|
| Individual | 5,400 | | |
| Group (2-5 Max) | 240 | | |

| Spanish On-Line Participants | Estimated Number of Participants | Price per/month per Participant | Number of Months x 12 | Grand Total Col P$ |
|---|---|---|---|---|
| | 10 | | | |

2.402

| English Live/Classroom Sessions | Estimated Number of Sessions/Hours | Price per Session/Hour Col P$ | Grand Total Col P$ |
|---|---|---|---|
| Individual | 480 | | |
| Group (2-5 Max) | 2,520 | | |

| English On-Line Participants | Estimated Number of Participants | Price per/month per Participant | Number of Months x 12 | Grand Total Col P$ |
|---|---|---|---|---|
| | 10 | | | |

**Grand Total for Option Year Four (Spanish & English) Live/Classroom and on-line sessions.** Col P$ _____

**Note:** One (1) hour equal one session. Students electing to take ½ hour of training shall be billed at 50% of the hourly rate. For on-line training, the expectation is that each module will require 40-50 hours of on-line coursework; 30 minutes sessions taken 3 times per week, a student would complete 90 minutes of on-line training per week or 6 hours per month. Based on these estimates, it is projected that it might take 8 months to complete each level, i.e., basic, intermediate, and advance training.

**Base Year** **P$**_____

**Option Year One:** **P$**_____

**Option Year Two:** **P$**_____

**Option Year Three:** **P$**_____

**Option Year Four:** **P$**_____

**Grand Total for Base and all option years (Spanish & English) Live/Classroom and on-line sessions: Col P$**_____

## 3.0 Payment

The Contractor shall not submit an invoice for payment until all requirements identified in this contract have been completed and delivery to the COR is complete. The COR shall calculate the number of words which the contractor shall include in its invoice.

The Contractor shall submit an invoice for payment in the proper amount in ***Colombian Pesos*** to the following address:

***U.S. Embassy – Bogota***
***Financial Management Office***
***Carrera 45 no. 24b-27***
***Bogotá D.C., Colombia***

## 4.0 SPANISH & ENGLISH LANGUAGE TRAINING PROGRAM SCOPE OF WORK – SOW

The United States Embassy Bogota seeks contracted language training (English and Spanish) services for its direct-hire American, family members, and Locally Employed staff. The Language Training provider is expected to operate a full-service language training program on-site at the U.S. Embassy Bogota, as well as offer the opportunity for staff to complete supervised, on-line coursework in both English and Spanish. At a minimum, the training curriculum for both Classroom/Live and On-line/Distance delivery must focus on the following core competencies: Reading, Writing; Speaking; Listening; as well as Vocabulary; Grammar; and Pronunciation. The Contractor shall provide a detailed description of the training modules to be offered for basic, intermediate, and advance language training. The Contractor shall provide periodic consultations with students selecting the on-line training options; the purpose of these consultations are to provide and receive feedback regarding the training materials, the test scores and computer-generated assessment of strengths and weaknesses and tips for overcoming them. The program must include a cadre of certified language professors, language training materials to include, but not limited to, books, magazines, videos, testing materials, and auxiliary materials such as games, flash cards, and study materials. The provider shall identify additional activities such as field trips, guest lecturers, etc. to augment the training program. The U.S. Embassy intends to award a single Indefinite Delivery, Indefinite Quantity (IDIQ) contract to the vendor who offers the lowest priced, technically acceptable proposal. The estimated minimum quantities for **each** year of the contract is: **900 hours for live-in class** (combined individual and group) training delivery for English and Spanish, and **20 participants for the on-line** English/Spanish training option. The expectation is that each module will require 40-50 hours of on-line coursework; 30 minutes sessions taken 3 times per week, a student would complete 90 minutes of on-line training per week or 6 hours per month. Based on these estimates, it is projected that it might take 8 months to complete each level, i.e., basic, intermediate, and advance training. **The Government reserves the right to terminate the on-line training line item at its convenience.**

The Contractor will be expected to conduct initial and follow-on testing of each student in order to assess speaking, reading, and writing ability and track students' progress toward identified proficiency. Testing should be based on the Foreign Service Institute standards for the purposes of determining language proficiency. The contractor shall develop a training development plan based on the initial and interim test results. The test results and training development plan will be provided to the student and his/her employer as well as the contract COR.

The Contractor is expected to develop individual development plans for each student and share with the COR a sample of the individual development plans developed for students. The Contractor shall have an on-site director who routinely conducts assessment of the delivery of language training classes to assess format, presentation, and student participation as well as to monitor, track, and notify the COR of on-line usage. The Contractor shall offer a standardized format for live- and on-line language training. The Contractor shall provide each student with a mandatory materials (book) list. The Contractor shall conduct periodic (at least twice per year) customer satisfaction survey.

The U.S. Embassy does not guarantee the above number of hours or participants, the figures given above are only estimates. The Contractor shall submit as part of its proposals the proposed curriculum for English and Spanish language training for both live and on-line coursework, as well as describe in detail the billing requirements for classroom and on-line course work, and the procedures for tracking student participation for both delivery means. The Contractor shall provide pricing in accordance with format in Section 2.0 – 2.4 Contract Pricing. The fees for student participation shall be all-inclusive, i.e., materials, equipment, professional support, testing, etc. The Contractor may establish a separate fee schedule for field trips which are not included in the training costs, but will be billed separately to each participant. Please note that there is no line item for this service as it is ancillary to the contract and shall be paid out-of-pocket by the participants. The Contractor shall include in its proposal a list of proposed field trips and tentative dates for the base year of the contract.

## 5.0 DESCRIPTION OF LANGUAGE TRAINING

The objective is to develop linguistic competence for job-specific purposes as well as conversational skills for family members. The students require specific abilities: Professional and executive presentations, meetings and negotiations, and day-to-day conversational skills.

For the Spanish Language Program, the specific training will address the consular, political, administrative, public diplomacy, regional security, economic professions, and general services. The program should be designed to assist the professionals and executives who need Spanish language as a working tool. The training program should be designed to make professional life compatible with the learning of the language and is adapted to the necessities of the participants. The Contractor shall offer at least three levels of training: advanced, intermediate, and beginner. The Contractor shall develop the linguistic competency needed for personnel, comparable to that provided by the Foreign Service Institute, in order for students to attain the proficiency levels in speaking, writing, and reading identified in each task order.

For the English Language Program, the contractor shall provide instructional English Language Training to Locally Employed Staff (LE Staff). The objective of each training module or lesson obtained under this contract is to prepare all students to attain at least a beginner level (2/2 or 2+/2+) of proficiency. The Contractor shall develop the linguistic competency needed for personnel, comparable to that provided by the Foreign Service Institute, in order for students to attain the proficiency levels in speaking, writing, and reading identified in each task order. Please refer to specific tasks in Section 9.

Live Classroom Training, shall be offered on-site at the U.S. Embassy Bogota. The Embassy will provide classroom meeting space to conduct training for employees, Marines, and family members. The Contractor may store training materials on-site for use in conducting training. The Contractor may use Embassy training facilities to only conduct training for Embassy employees and family members.

On-line/Distance Training, shall be made accessible to the employees from any internet connected computer. The Contractor shall provide the Embassy's Information Management Office with a list of specific protocols and plugins employed in the delivery of the training content as well as the Uniform Resource Locator (URL) used to access the training in order to determine the feasibility for employees to employ their workstations to access the on-line training and avoid any security violations. The access to the on-line training shall require the user to sign up and setup a unique username and password combination. The on-line training program must offer the capability to monitor individual usage and progress, and the capability to generate reports for each participant's to include, but not limited to: modules completed; test scores for each module completed; frequency of usage; and strengths and weaknesses identified in the completion of the modules and the outcome of tests.

## 6.0 BASIC SPANISH LANGUAGE INSTRUCTION

The language program shall be designed for Generalists, Specialists, Family Members, and Marines (with approved funding). Students targeted to receive this training range from having no to basic knowledge of Spanish but would like to improve or, in the case of family members, have a basic or intermediate knowledge of Spanish and want to obtain a 2/2 or 3/3 in Spanish in order to compete for employment within the embassy. These courses shall be tailored to individual needs as much as possible based on preliminary language testing. Specialists participating in language training classes do so to increase their proficiency in order to better perform their duties. Ideally, students attend language class one hour per day, three times a week, for 50 weeks. The U.S. Embassy seeks a provider who can offer the option of completing coursework live, in a classroom as well as via supervised, on-line (distance) coursework which would include initial and periodic assessments, testing, and reporting. The Contractor has the latitude to engage students in real-life settings such as discussions with local professionals, local merchants, and participation at cultural events. The Contractor should schedule visits to markets, museums, parks, and universities. In addition, videos and on-line computer exercises may be used to increase proficiency. The Contractor should design courses for small groups of students

(2-5 person max) at the same level or for individual classes, as approved by the employer and indicated in the task order.

## 7.0 ONE-ON-ONE SPANISH INSTRUCTION FOR STUDENTS WITH A JOB-RELATED NEED

Considering that there are some students who really cannot be grouped with others for different reasons, such as differences in language level, conflicting work schedules, specific work necessities, etc., the Contractor shall offer a segment of hours set aside for one-on-one, and supervised, on-line (distance) language training. Usually more than one person eventually has this necessity. Therefore, the Contractor shall offer a segment of four hours per week for one-on-one study with a professor. One-on-one classes must be approved by the COR and contained in the task order, in advance of delivery.

Considering that there are some students who really cannot be grouped with others for different reasons, such as differences in language level, conflicting work schedules, specific work necessities, etc., the contractor shall offer a segment of hours set aside for one-on-one language training. Usually more than one person eventually has this necessity. Therefore the program offers a segment of four hours per week for one-on-one study with a professor. One-on-one classes must be approved by the COR and specified in the task order, in advance of delivery.

## 8.0 OFF-SITE PROGRAMS FOR SPANISH LANGUAGE PROGRAM (FIELD TRIPS)

Off-site activities have great potential for success in exposing students to the language and culture of the host country, especially with recent arrivals who are unfamiliar with the city and who do not have transportation. This activity allows the students to have the opportunity to listen to and practice the language in context by participating in practical applications. The Contractor shall deliver a program that includes activities such as visiting historical, tourist, or cultural sites in the city; attending cultural events and daily situations: bank, supermarket, restaurant, airport, movies, theatre, and museums. It also includes activities outside of the city such as visits to colonial towns of historical interests. Due to in-country travel restrictions (security), the Contractor shall coordinate with the COR in advance of designing an off-site program to ensure that the necessary approvals are obtained from the Regional Security Office. In addition, the Contractor shall coordinate with the Community Liaison Office to facilitate broader participation by both language students and eligible members of households.

The Contractor shall, at a minimum, structure this activity to include the following three steps:

- Warm-up: Provide the students with written material that contains information about the place to be visited, preparatory activities and specific communicative tasks.
- Coordinate the Visit with the Instructors. Students shall be given specific tasks to be carried out using the local language. The instructors shall support the students when they need any clarification or help.

- At the end of each visit, the Contractor shall ensure that students have a time to share their experiences and comments, including an assessment of the usefulness of the activity. Following the excursion, the Contractor shall work with follow-up exercises and activities.

The Contractor shall offer this type of field activity at least ten times each calendar year, The Contractor shall ensure that there is a 1:5 ratio of instructors to students.

## 9.0 SPECIFIC TASKS FOR LANGUAGE PROGRAM

**9.1 Goals of English Language Learning:** The goal of training is to provide the student with the skills and knowledge necessary to perform work-related duties, and reach the desired level of performance as identified in the training modules or lessons identified below and in accordance with each students training development plan:

**9.2 Oral Recognition and Response Module, Lesson 1:** Each student, at the completion of training, shall be able to perform at the identified level of proficiency, i.e., beginning, intermediate, or advance.

**9.3 Reception and Initial Contact (Speaking):** When addressed, the student will be able to recognize designated commonly encountered phrases and questions with the English-speaking public. The student must then respond appropriately, providing acceptably worded and pronounced verbal responses, answering the questions asked, or providing information, as needed.

**9.4 Reading** Comprehension Module, Lesson 2: Each student, at the completion of training, shall be able to perform the required level of proficiency, i.e., beginning, intermediate, or advance.

**9.5 Recognition and Subject Matter Comprehension (Listening):** The student will be able to recognize designated key phrases or questions, from the selected vocabulary when reading written communication or letters. The student must then respond appropriately, providing the requested information by selecting the correct reply, or by properly identifying the functional organization that the written communication was intended. Each student, at the completion of training, shall be able to perform the required level of proficiency, i.e., beginning, intermediate, or advance.

**9.6 Written Communications**: The student will be able to write professional and personal communications correspondence using the appropriate vocabulary, correct grammar, and accurate spelling. Each student, at the completion of training, shall be able to perform the required level of proficiency, i.e., beginning, intermediate, or advance.

## 10.0 BOOKS & INSTRUCTIONAL MATERIAL FOR ENGLISH & SPANISH PROGRAM

The Contractor shall develop a detail list of training materials for delivery of both English and Spanish language training. The list shall contain those materials provided by the Contractor as well as materials necessary for the student or employer to purchase to facilitate language training goals and objectives. In addition, the Contractor shall maintain a series of testing instruments to assess student competency and performance for both the English and Spanish language programs. The Contractor shall use a separate testing instrument for each student, and insure that testing materials are free from notations due to previous use. The Contractor shall abide by all copyright laws, and only reproduce materials with permission of the publisher.

## 11.0 GOVERNMENT FURNISHED PROPERTY

The US Government will provide all necessary site support materials and equipment, including items such as:

- ✓ chalkboard or erasable marker-whiteboard
- ✓ videocassette player
- ✓ overhead projector
- ✓ Government classrooms
- ✓ Stand-alone computer terminals, as available

## 12.0 CONTRACTOR FURNISHED PROPERTY

The Contractor shall provide all instructional materials including texts, class exercises, handouts, tests, audio-visual media, expendable supplies, etc. The Contractor shall standardize the material used in all classes, as well as those materials required for on-line coursework.

The Contractor shall provide qualified, certified language instructor(s), who are well versed in all topics to be covered, capable of answering in-depth questions on each topic, will provide the required training in a classroom setting, based on the schedule of training modules or lessons and the objectives and goals for that training.

The Contractor shall provide instructor supervisor(s) who will supervise the performance of work under the contract, and who will perform quality assurance in meeting the objectives and goals for that training.

The Contractor shall provide other required classroom materials such as newspapers, magazines, dictionaries, or other materials (may be photocopied with required permissions), written in the designated language for use by students in exercises or testing.

## 13.0 INITIAL AND PERIODIC STUDENT TESTING.

Initial testing will be used to establish a baseline for measurement of knowledge and proficiency obtained, and may be used in a predictive manner to facilitate training development planning.

After the initial testing, the Contractor shall provide quarterly lesson plans to students that include their learning goals. These lesson plans should be re-evaluated every 90-days.

The Contractor shall administer tests on knowledge and proficiency as a required element of evaluating the student's progress in the training module or lesson. The Contractor shall provide these tests at a minimum on a quarterly basis to:

- ✓ Establish initial competency level;
- ✓ Determine the student's progress in training;
- ✓ Identify areas of weakness where supplemental training may be needed; and,
- ✓ Quantify the student's then-current level of knowledge and proficiency.

The Contractor shall use tests, including Computerized Adaptive Testing, which are approved by the Foreign Service Institute, or the Defense Language Institute, or by recognized and accepted by national professional associations and organizations identified below.

-Modern Language Association of America
-American Council on the Teaching of Foreign Languages
-Foreign Service Institute
-Foreign Language Center within Defense Language Institute
-Federal Interagency Language Round table or other nationally recognized foreign language bodies.

## 14.0 COUNSELING

The Contractor's instructor(s) shall be responsible for counseling each student in the student's performance, and for preparing and discussing with the student any corrective actions which may assist the student in the improvement of their performance. The Contractor shall track student's progress and convene discussions with the student on a bi-weekly basis, and the Instructor shall document the training recommendations made to direct the student's progress, including students participating in on-line language training. The Contractor shall provide weekly counseling to all students considered in danger of failing the proficiency tests. The counseling sessions should result in specific tasking for remedial, or supplementary use of supportive training materials, or use of tutoring and personalized training techniques, as needed to improve student performance.

## 15.0 PERIOD OF PERFORMANCE

The period of performance is one (1) base year from the date of the award of the contract, plus four one - year options to extend.

***Class shall be given Monday through Friday from 0600 hours 1800 hours at the U.S. Embassy – Bogota, Carrera 45 No. 24B-27 or any other location as designated by the Contracting Officer's Representative. The period of performance of this contract is for 12 months, upon issuance of a notice-to-proceed – NTP for each year of the contract.***

## 16.0 CONTRACTOR FURNISHED PROPERTY: RESERVED

## 16.3: RESERVED

**16.4** The Contractor shall provide qualified instructor(s), who are well versed in all topics to be covered, capable of answering in-depth questions on each topic, will provide the required training in a classroom setting, based on the schedule of training modules or lessons and the objectives and goals for that training.

**16.5** The Contractor shall provide instructor supervisor(s) who will supervise the performance of work under the contract, and who will perform quality assurance in meeting the objectives and goals for that training.

**16.6** The Contractor shall provide other required classroom materials such as newspapers, magazines, dictionaries, or photocopied materials, written in the designated language for use by students in exercises or testing.

# Attachment 1:
## Language Training Performance Requirements

**17. PERFORMANCE REQUIREMENTS SUMMARY**

| PERFORMANCE REQUIREMENT | PERFORMANCE STANDARD | PERFORMANCE MEASUREMENT |
|---|---|---|
| **Listening Proficiency:** Oral Recognition and Response Module, Lesson 1 Section 9.2 Reception and Initial Contact, Behavior 1 | Required Proficiency Level: At least 90% of the students tested in each class shall be able to answer correctly at least 95% of the selected audio discussion used in context. | Performance will be measured by standardized oral testing, administered periodically to track student development, and training outcomes. |
| **Social Conversation (Speaking),** Behavior 2 | Required Proficiency Level: At least 85% of the students tested in each class shall be able to pronounce correctly at least 90% of the spoken word when used in conversational exchange. | Performance will be measured by standardized oral testing, administered periodically to track student development, and training outcomes. |
| **Writing Proficiency, Section 9.6** | Required Proficiency Level: At least 85% of the students tested in each class shall be able to write professional and personal correspondence using the appropriate vocabulary, correct grammar, and accurate spelling. | Performance will be measured by standardized written testing, administered periodically to track student development, and training outcomes. |
| **Reading Comprehension: Reading Comprehension Module,** Section 9.4 **Option A** Recognition and Subject Matter Comprehension, Behavior 1 – Section 9.5 | Required Proficiency Level: At least 85% of the students tested in each class shall be able to comprehend and correctly respond to at least 90% of the written communications questions in which the selected vocabulary is presented. | Performance will be measured by standardized written testing, administered periodically to track student development, and training outcomes. |
| **Option B** Recognition and Subject Matter Comprehension, Behavior 1 Section 9.4 | Required Proficiency Level: At least 75% of the students tested in each class will correctly comprehend, summarize, and translate the correct response to the written communication in at least 85% of the written communications presented. | Performance will be measured by standardized written testing, administered periodically to track student development, and training outcomes. |

| | | |
|---|---|---|
| **Quality of Supervision :** Instructor Supervision. | COR shall receive no more than **two (2)** valid complaints concerning quality of instruction, received during a one month period. | Review complaint logs, review quality control activities and results, observation, and Government-conducted customer survey. |
| **Documentation and Reporting Requirements:** **Student Testing**: Administer standardized tests, gather required information on testing results, and analyze results. Section 13 | The contractor shall conduct initial language testing for all student participants, as well as periodic reassessment (at least twice during the period of enrolment) to determine the student's progression towards the stated language competency. The contractor test students every 90 days after their initial enrollment based on FSI language levels. The contractor will provide feedback on student progress based on testing and their customized curriculum. The contractor will prepare a redesigned and customized curriculum. Each report containing statistical or required information is accurately prepared and presented. At least **95%** of the information gathered must be relevant and accurate. | Review records and reports, randomly verify testing procedures, observation, and detailed analysis. |
| **Student Progress** Documentation and Training Recommendations. | No more than **5%** of the student progress reports required during the reporting period were received late or were missing. | Review operational logs, data bases, statistics, or through observation. |
| **Student Counseling:** Counsel students on performance and recommending corrective actions, if required. Section 14 | At least **95%** of the students assigned, and all students considered in danger of failing proficiency tests will receive counseling each week. | Review records and contact reports, randomly verify through student surveys, observation, and individual interviews. |
| **Off-Site Program:** | The Contractor shall offer this type of field activity at least ten times each calendar year. The contractor shall ensure that there is a1:5 ratio of instructors to students. | |

| | | |
|---|---|---|
| **Training Materials** | The Contractor shall develop a detail list of training materials for delivery of both English and Spanish language training (live and on-line). The list shall contain those materials provided by the contractor as well as materials necessary for the student or employer to purchase to facilitate language training goals and objectives. | |
| **Student Participation** | The Contractor shall track and report to the COR on student participation and progress. The contractor shall have in place means for tracking student participation in on-line coursework, and report on the effectiveness of this training vehicle as well as any suggested changes in this delivery means. | |
| **Customer Service Survey** | The Contractor shall conduct, at a minimum, an annual customer service survey, and interview the participants with the goal of improving the quality of language training services. | |

**18.0 Contracting Officer's Representative (COR)**

The Contracting Officer's Representative (see clause 652.242-70 in Section 2 Addendum) will provide specific guidance and answer questions relative to the requirement described in pagagraph D.1, above. The COR for this contract is**: Human Resources Specialist**

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

| Performance Objective | Work Requirements Para | Performance Threshold |
|---|---|---|
| **Services.** | All paragraphs in Section 2., and all paragraphs in Section 6 above | All required services are performed and no more than two ( 2) customer complaint is received per month |
| Compliance with requirements delineated in Attachment 1 | Attachment1 | Contractor shall meet the performance standards delineated in Attachment 1, 50% of the time. |
| Invoices: Prepares invoices in accordance with the guidance contained in the contract. | Paragraph 3.0 | Contractor must submit to the COR monthly invoices for payment. |
| Quarterly reporting and meetings with the COR to discuss contract performance and issues; | Paragraph 4.0 through 15.0 | Contractor shall meet quarterly with the COR |

**19.1 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.

**19.2 STANDARD.** The Contractor shall be assessed in accordance with the Language Training Performance Standards found in **Attachment 1**, above. The performance standard is that the Government receives no more than **two (2) customer complaint per month**. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

**19.3 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.

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS SEPT 2013), is incorporated by reference. (See SF-1449, block 27a). **"NONE"**

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.**

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

(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) (Pub. L. 108-77, 108-78).

(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.*]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

__ (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) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

__ (6) 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).

_X_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (8) 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).

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (11) [Reserved]

__ (12)(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).

__ (13)(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.

__ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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 (Jul 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

__ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

__ (25) 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)).

__ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

__ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

__ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

__ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

__ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

__ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

__ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

_X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (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 (Mar 2012) of 52.225-3.

__ (iii) Alternate II (Mar 2012) of 52.225-3.

__ (iv) Alternate III (Nov 2012) of 52.225-3.

__ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_X_ (42) 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).

__ (43) 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).

_X_ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

_X_ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (52)(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 Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

__ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

__ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (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) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 (JAN 2013) (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 (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 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)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 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).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://acquisition.gov/far/index.html or, http://farsite.hill.af.mil/search.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. 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" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

| Clause | Title and Date |
|---|---|
| 52.204-9 | Personal Identify Verification of Contractor Personnel (JAN 2011) |
| | Inconsistency Between English Version and Translation of Contract (FEB 2000) |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas (APR 1984) |
| 52.228-5 | Insurance - Work on a Government Installation (JAN 1997) |

THE FOLLOWING FAR CLAUSES 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 10 sessions for on-line and live/classroom for both Spanish and English,*** 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 ***20 participants for on-line and live/classroom for both Spanish and English training.***
(2) Any order for a combination of items in excess of ***210 hours/participants for on-line and live/classroom for both Spanish and English training;***
(3) A series of orders from the same ordering office within than **5 business** 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 **5 business** 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 **(sixty months) (five years), including base and four option 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.

52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

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

(End of clause)

652.216-70 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 an original and

**one (1)** copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment, if applicable.

(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)

All work shall be performed **during working hours, Monday through Friday 0600 hours to 1800 hours** except for the holidays identified below. The Contracting Officer's Representative may approve other hours. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

The following is the list of holidays which will be observed during **calendar year 2013**:

| | | | |
|---|---|---|---|
| November 4 | Monday | (C ) | All Saints Day |
| November 11 | Monday | (A) | Veterans Day |
| November 28 | Thursday | (A) | Thanksgiving Day |
| December 9 | Monday | (C) | Immaculate conception Day |

| | | | |
|---|---|---|---|
| December 25 | Wednesday | (A-C) | Christmas Day Holiday |

The following is the list of holidays which will be observed during **calendar year 2014**:

| | | | |
|---|---|---|---|
| January 1 | Wednesday | (A-C) | New Year's Day |
| January 6 | Monday | (C) | Epiphany |
| January 20 | Monday | (A) | Birthday of Martin Luther King Jr |
| February 17 | Monday | (A) | Washington's Birthday (President's Day) |
| March 24 | Monday | (C) | St. Joseph's Day |
| April 13 | Sunday | (C) | Palm Sunday |
| April 17 | Thursday | (C) | Holy Thursday |
| April 18 | Friday | (C) | Good Friday |
| May 1 | Thursday | (C) | Labor Day |
| May 26 | Monday | (A) | Memorial day |
| June 2 | Monday | (C) | Ascension Day |
| June 23 | Monday | (C) | Corpus Christi |
| June 30 | Monday | (C) | Feast of the Sacred Heart/ St. Peter's |
| July 4 | Friday | (A) | Independence Day |
| July 20 | Sunday | (C) | Independence Day |
| August 7 | Thursday | (C) | Battle of Boyacá |
| August 18 | Monday | (C) | Assumption Day |
| September 1 | Monday | (A) | Labor Day |
| October 13 | Monday | (A-C) | Columbus Day |
| November 3 | Monday | (C) | All Saints |
| November 11 | Tuesday | (A) | Veterans Day |
| November 27 | Thursday | (A) | Thanksgiving Day |
| December 8 | Monday | (C) | Immaculate conception Day |
| December 25 | Thursday | (A-C) | Christmas Day Holiday |

(A) - American Holidays

(C) - Colombian Holidays

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

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

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

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

(b) The COR for this contract is ***Human Resources Specialist.***

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

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

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

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

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

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
(2) That is has obtained all necessary licenses and permits required to perform this contract; and,
(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

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

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

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

## SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FEB 2012), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

None

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

1. 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 Colombia then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

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

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

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

3. Evidence that the offeror operates an established business with a permanent address and telephone listing;

4. 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.

5. The offeror's strategic plan for language services to include, but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
(b) The Contractor shall provide a detailed description of the training modules to be offered for basic, intermediate, and advance language training.
(c) The Contractor shall provide the Embassy's Information Management Office with a list of specific protocols and plugins employed in the delivery of the training content as well as the Uniform Resource Locator (URL) used to access the training in order to determine the feasibility for employees to employ their workstations to access the on-line training and avoid any security violations. The access to the on-line training shall require the user to sign up and setup a unique username and password combination. The on-line training program must offer the capability to monitor individual usage and progress, and the capability to generate reports for each participant's to include, but not limited to: modules completed; test scores for each module completed; frequency of usage; and strengths and weaknesses identified in the completion of the modules and the outcome of tests.
(d) 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;
(e) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
(f) (e) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

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://acquisition.gov/far/index.html / or http://farsite.hill.af.mil/search.htm

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

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

| Clause | Title and Date |
|---|---|
| 52.209-7 | Information Regarding Responsibility Matters (FEB 2012) |
| 52.209-9 | Updates of Information Regarding Responsibility Matters (FEB 2012) |
| 52.214-34 | Submission of Offers in the English Language (APR 1991) |

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (Dec 2012)

**52.237-1 SITE VISIT (APR 1984)**

Pre-proposal conference to discuss the requirements of this solicitation will be held on ***November 8, 2013, at 1400 hours at the U.S. Embassy, located at Cra. 45 No. 24B-27, Bogota, Colombia. Offerors interested in attendance should contact the following individual:***

| *Claudia Camero* | *+571-275-2019* | *+571-275-2152* |
|---|---|---|
| NAME | TELEPHONE NUMBER | FAX NUMBER |

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT

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

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(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, **Management Counselor**, at **571- 275-2502 or 571-275-2152**. 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) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

## 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.

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 PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

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

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

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (DEC 2012).

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via https://www.acquisition.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) 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.

"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.

"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 Online Representations and Certifications Application (ORCA) website.

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

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

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

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

(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.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, for general statistical purposes, 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.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it o is, o is not a women-owned small business concern.

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

(i) It o is,o 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 o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:* _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

(i) It o is, o 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 o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:* _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it o 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) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]

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

(i) It o is, o 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 o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(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 o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

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

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

(ii) It o 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 Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—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 Act—Supplies."

(2) Foreign End Products:

| **Line Item No.** | **Country of Origin** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[*List as necessary*]

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

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act—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, 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 Act—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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

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

| **Line Item No.** | **Country of Origin** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[*List as necessary*]

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

Other Foreign End Products:

| **Line Item No.** | **Country of Origin** |
|---|---|
| _____ | _____ |

_____ _____

_____ _____

[*List as necessary*]

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

(2) *Buy American Act—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 Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

**Line Item No.**

_____

_____

_____

[*List as necessary*]

(3) *Buy American Act—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 Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

**Line Item No.** **Country of Origin**

_____ _____

_____ _____

_____ _____

[*List as necessary*]

(4) *Buy American Act—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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

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

| **Line Item No.** | **Country of Origin** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[*List as necessary*]

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

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

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

Other End Products:

| **Line Item No.** | **Country of Origin** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. 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).* [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at* 22.1503*(b).*]

(1) *Listed end products.*

| **Listed End Product** | **Listed Countries of Origin** |
|---|---|
| _____ | _____ |
| _____ | _____ |

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

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

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

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

(1) o 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) o Outside the United States.

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

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o 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 o does o 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 Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

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

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

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

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

(3) *Taxpayer Identification Number (TIN).*

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

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

(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.

(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.

(End of provision)

## ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

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

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

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

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

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

**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:*

| *Category* | *Yes/No* | *Number* |
|---|---|---|
| *(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:* _____<br><br>*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:* _____<br><br>*Third Country Nationals:* _____ |

(b) The contracting officer has determined that for performance in the country of **Colombia.**

✓ **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)