

September 13, 2013

U.S. Embassy  
Santo Domingo, Dominican Republic

To: Prospective Offerors

Subject: Packing and Moving Services – Solicitation Number SDR860-13-Q-0002

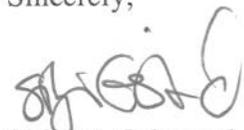
Enclosed is a Request for Quotations (RFQ) for packing, moving and move-related services to relocate the Embassy of the United States of America in Santo Domingo, including the Chancery and six peripheral locations in Gazcue, La Esperilla and El Vergel, Santo Domingo, Dominican Republic from the current locations to the New Embassy Compound (NEC) located at Avenida República de Colombia #68, Arroyo Hondo, Santo Domingo, Dominican Republic. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document (to include Section I, Block 23, Section 5, Representations and Certifications) and submit it with a technical proposal to the address shown on the Standard Form 1449 that follows this letter.

The Embassy intends to conduct a pre-proposal conference on October 2, 2013 followed by site visits on October 2, 2013, October 3, 2013 and October 10, 2013. All prospective offerors who have received a solicitation package are invited to attend. Offerors MUST confirm site visit attendance with their company name, address and DUNS number as well as the first and last names of the participants, date of birth and cedula. Confirmation of site visit attendance must be emailed to [luperonmx@state.gov](mailto:luperonmx@state.gov) by September 30, 2013. See the Addendum to Solicitation Provisions of the attached solicitation for details.

Your quotation must be submitted in a sealed envelope marked “Quotation Enclosed – Moving Services” to the Contracting Officer, Ms. Silje Grimstad, Embassy of the United States of America, JAO Compound (located on the northwest corner of Cesar Nicolas Penson and Leopoldo Navarro), Gazcue, Santo Domingo, D.N. on or before 4:00pm on October 23, 2013. No quotation will be accepted after this time.

The U.S. Government intends to award a contract to the responsible company submitting a technically acceptable offer at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so. Questions regarding this solicitation should be submitted in writing to Kristin Rockwood, Supervisory General Services Officer, [rockwoodkl@state.gov](mailto:rockwoodkl@state.gov).

Sincerely,



Silje M. Grimstad  
Contracting Officer

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>			1. REQUISITION NUMBER SDR860-13-Q-0002	PAGE 1 OF 57
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE (mm-dd-yyyy)	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 09-13-2013
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Kristin L. Rockwood		b. TELEPHONE NUMBER (No collect calls) (809) 731-4235	8. OFFER DUE DATE/ LOCAL TIME 10-23-2013, 16:00

9. ISSUED BY U.S. Embassy Santo Domingo General Services Office 12 Pedro A. Lluberes; Gazcue Santo Domingo, D.N. 10205 Dominican Republic	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR  NAICS: SIZE STANDARD:	<input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
			14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP

15. DELIVERY TO Ms. Silje Grimstad, A/GSO U.S. Embassy Santo Domingo Ave. César Nicolás Penson #85A; Gazcue Santo Domingo, D.N. 10205 Dominican Republic	CODE	16. ADMINISTERED BY GSO Procurement & Contracting Unit U.S. Embassy Santo Domingo Ave. República de Colombia #68; Arroyo Hondo Santo Domingo, D.N. Dominican Republic	CODE
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17a. CONTRACTOR/OFFEROR  TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Financial Management Office U.S. Embassy Santo Domingo Ave. República de Colombia #68; Arroyo Hondo Santo Domingo, D.N. Dominican Republic	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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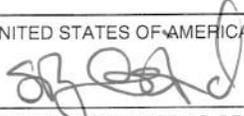
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See line items.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ (mm-dd-yyyy), YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED (mm-dd-yyyy)	31b. NAME OF CONTRACTING OFFICER (Type or Print) SILJE M. GRIMSTAD	31c. DATE SIGNED (mm-dd-yyyy) 9/12/13
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE (mm-dd-yyyy)	32d. PRINT NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE (mm-dd-yyyy)	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (mm-dd-yyyy)	42d. TOTAL CONTAINERS

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## SECTION 1 - THE SCHEDULE

### CONTINUATION TO SF-1449 RFQ NUMBER SDR860-13-Q-0002, PRICES, BLOCK 23

#### 1. BACKGROUND AND PURPOSE

The United States Embassy in Santo Domingo, Dominican Republic is moving to a New Embassy Compound (NEC) located in the Arroyo Hondo neighborhood of Santo Domingo, Dominican Republic. The Embassy will pack and move materials from the Warehouse plus seven Existing Office Building (EOB) locations, as follows:

Facility	Location
Warehouse	Calle Pedro A. Lluberes #12
EOB Location 1	Northwest corner of Leopoldo Navarro and Cesar Nicolas Penson
EOB Location 2	Northwest corner of Maximo Gomez and Cesar Nicolas Penson
EOB Location 3	Southwest corner of Leopoldo Navarro and Cesar Nicolas Penson
EOB Location 4	Conzal #7, La Esperilla
EOB Location 5	Northeast corner of Cesar Nicolas Penson and Leopoldo Navarro
EOB Location 6	Calle Pedro A. Lluberes #12
EOB Location 7	Prol Mexico #71, El Vergel

#### 2. SCOPE OF SERVICES

Services will include move planning, packing, loading, transporting to the NEC, delivering to the warehouse or designated room, and positioning of all property at the new location. In addition, padding and crating of certain items, disassembly of property, and moving of bulky and heavy items will be required. The Contractor shall provide all necessary personnel, supervision, packing materials, moving supplies, equipment and vehicles as specified in this contract for performance of these services.

#### 3. TYPE OF CONTRACT

This is a fixed price completion type contract.

#### 4. TYPES OF SERVICES

The Contractor shall provide move planning, packing and moving services as specified in Continuation to SF-1449, Schedule of Supplies/Services, Block 20.

Performance will be required outside the normal workday to avoid traffic tie-ups, to prepare staged materials or to meet other schedule requirements. Collection of used packing material two, five, ten, and 20 days after the completion of the EOB Main Move is considered a part of the standard services outlined in this contract.

## 5. PRICING

The U.S. Government will pay the Contractor a fixed price upon satisfactory completion of the standard services as described in this contract. The Contractor shall include the cost of all equipment, materials, labor, overhead, and profit in the fixed price for standard services.

Offerors shall provide bids in local currency (Dominican pesos).

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the contract line item rates or invoices because the U.S. Embassy has tax exempt status with the host government.

### 5.1. SCHEDULED PRICING

- (a) The Government will pay the Contractor a fixed price upon satisfactory completion of the standard services.
- (b) Please provide unit prices for each line item in the table in Part 6. PRICES below and a total price for the move of the U.S. Embassy.
- (c) The Contractor shall include the cost of all equipment, materials, labor (including any premium pay for services required for overtime and holidays), overhead, and profit in the fixed price for moving services.
- (d) The Government will make payment in Dominican pesos (RD).

## 6. PRICES

Moving Services.

The total fixed price for move of the U.S. Embassy, as described herein, is:

\_\_\_\_\_RD

<b>Service Line Item</b>	<b>Price (RD)</b>
Packing Services – Warehouse Move	
Packing Services – EOB Main Move	
Warehouse	
EOB Location 1	
EOB Location 2	
EOB Location 3	
EOB Location 4	
EOB Location 5	
EOB Location 6	
EOB Location 7	
<b>TOTAL</b>	

**CONTINUATION TO SF-1449  
 CONTRACT NUMBER SDR860-13-Q-0002  
 SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**1. STATEMENT OF WORK**

**1.1. DEFINITIONS**

<b>Term</b>	<b>Definition</b>
“Government”	means the Government of the United States of America unless specifically stated otherwise.
“USG”	means the Government of the United States of America.
“Calendar Day”	means the twenty-four hour period from midnight to midnight. Saturdays, Sundays, and all holidays are considered calendar days.
“COR”	means Contracting Officer's Representative, appointed in accordance with this contract.
“New”	means previously unused or composed of previously unused materials and may include unused residual inventory or unused former Government surplus property.
“Packing List”	means a list originated at the time the goods are packed.
“Services”	means the services performed, workmanship, and material furnished or utilized in the performance of the services.
“RSO”	means the Regional Security Officer, an employee of the U.S. Government whose responsibility is to manage security at the U.S. Embassy.
“Transport”	means providing transportation from one location to another within Santo Domingo.
“USG Property”	means any USG-owned supplies or materials, including but not limited to documents, books, reference materials, furniture, appliances, office or other equipment, tools, and office supplies.
“NEC”	refers to the New Embassy Compound located at Av. Republica de Columbia #68, Arroyo Hondo.
“EOB”	means Existing Office Buildings and includes the Chancery, Consular Building, USAID Building, JAO Compound, GSO Compound, COMSER Building, and Franklin Center. All EOB will be moved to the NEC.

**1.2. WORK REQUIREMENTS**

This contract is for packing, moving and move-related services to relocate the U.S. Embassy, including the Warehouse and seven existing office building (EOB) locations in Gazcue, La Esperilla and El Vergel (Santo Domingo, Dominican Republic) from the current locations to the New Embassy Compound (NEC) located on Avenida Republica de Colombia, Arroyo Hondo, Santo Domingo, Dominican Republic.

Services shall include:

- Move planning.
- Packing services for certain locations and items.
- Pick up and loading of all property, and subsequent transporting to the NEC.
- Delivery of property to the designated NEC area and in some instances, also positioning equipment at the new location.
- Padding and crating of certain items.
- Disassembly of property.
- Moving of bulky and heavy items, to include 1,000 pound of empty safes.
- Provision of packing materials to include but not be limited to boxes, tape in at least two colors, crates, dollies, wrapping material, and all materials needed to move and transport USG equipment and materials to the NEC.
- Other moving services as required.

The Contractor shall provide all necessary personnel, supervision, packing materials, moving supplies, equipment and vehicles as specified in this contract for performance of these services. The Government shall require the Contractor to work hours outside the normal business day as a part of the standard services provided.

### **1.2.1. MOVE CALENDAR**

The project consists of two stages:

- Warehouse Move (Stage 1) – A move of all items in the Embassy warehouse.
- Main Move (Stage 2) – A move of files and office equipment from seven EOB locations.
- The USG will also require packing services for certain locations and items. Refer to the section entitled “Packing Services”, in the Description/Specifications/Work Statement, for more information.

The Warehouse Move will take place approximately two weeks before the date of the start of the EOB Main Move. The dates of the moves will be fixed no less than 60 days before the date of the Warehouse Move. As of the date of the public release of this Request for Quotations, the Warehouse Move is scheduled to take place from Friday, January 31-Sunday, February 2, 2014 and the EOB Main Move is scheduled to take place from Friday, February 14-Sunday, February 16, 2014. This is further described in the following table:

## Calendar for Move Services

Move Name	Packing Days	Move Days	Estimated Move Dates
Warehouse Move	One day, to take place three days prior to Warehouse Move Day 1	Three Move Days	Jan 31-Feb 2, 2014
EOB Main Move	<p><b>Files</b> – One day, to take place three days prior to EOB Main Move Day 1</p> <p><b>Equipment</b> – One day, to take place one day prior to EOB Main Move Day 1</p>	Three Move Days	February 14-16, 2014

The Contractor shall develop for Government approval a Move Plan outlining its strategy for accomplishing the Warehouse Move and EOB Main Move on the indicated dates.

### 1.2.2. PACKING SERVICES

In addition to loading, transport, unloading, and placement, the Contractor shall provide packing services. The following statements apply to the packing days:

- Each packing day shall continue uninterrupted until the packing of all materials in locations planned to be packed for that day is complete.
- The Contractor shall plan to have lunch and all water breaks occur on-site. The USG will supply drinking water but is not responsible for providing lunch or other food or beverage.
- The Contractor shall not have any net reduction in staff numbers at any time during the packing days.
- Contractor personnel shall work each day until all materials designated for that day are packed.
- Contractor employees shall be on site only for contractual duties and not for other purposes.

#### 1.2.2.1. WAREHOUSE PACKING AND STAGING SERVICES

There will be one designated Warehouse packing day prior to the Warehouse Move. On the Warehouse packing day, which will take place three days prior to Warehouse Move Day 1, the Contractor shall:

- Arrive at the job site no later than 07:30am to be ready to start work by 8:00am.

- Wrap furniture and appliances in pads.
- Pack loose items into boxes.
- At the direction of Embassy staff, label the boxes, furniture and appliances appropriately.
- Leave the items in place until the move day.

#### **1.2.2.2. EOB MAIN MOVE – SHARED FILING PACKING AND STAGING**

There will be one designated files packing day prior to the EOB Main Move. On the files packing day, which will take place three days prior to EOB Main Move Day 1, the Contractor shall:

- Arrive at COR-designated locations at 7:30am to be ready to start work by 8:00am. The Contractor will provide packing services for the shared filing areas.
- Pack, label, close, and stage boxes in accordance with USG personnel instruction.
- Refer to Attachment 1 for information on the volume of files to be packed.

#### **1.2.2.3. EOB MAIN MOVE – TECHNICAL EQUIPMENT PACKING AND STAGING**

There will be one designated equipment packing day prior to the EOB Main Move. On the equipment packing day, which will take place one day prior to EOB Main Move Day 1, the Contractor shall:

- Arrive at all seven locations at 7:30am to be ready to start work by 8:00am. The Contractor will wrap and pack all office equipment, to include at a minimum but not be limited to printers, copiers, fax machines and digital work centers. The Contractor shall also prepare all safes for moving. The Government will disconnect and reconnect equipment and other electrical items.
- All work shall be done in accordance with USG personnel instruction.
- Refer to Attachment 2 for more information on the quantity of equipment to be packed.

### **1.2.3. MOVING SERVICES**

The following statements apply to all stages and all days of the move process:

- Each move day shall continue uninterrupted until the loading, transport, unloading, and placement of all materials in locations planned to be moved for that day are complete and all items are in position in the NEC.
- The Contractor shall plan to have lunch and all water breaks occur on-site. The USG will supply drinking water but is not responsible for providing lunch or other food or beverage.
- The Contractor shall not have any net reduction in staff numbers at any time during the move.
- The Contractor shall immediately replace any vehicle that becomes unusable.
- Movers shall work through each day until all materials designated for that day as outlined in the Move Plan are in position in the NEC.
- Contractor employees shall be on site only for contractual duties and not for other purposes.

#### **1.2.3.1. STAGE 1 - WAREHOUSE MOVE**

The Warehouse Move will take place approximately two weeks before the date of the start of the EOB Main Move. The Warehouse Move will take place over three days, starting on a Friday and ending on a Sunday. The dates of the moves will be fixed no less than 60 days before the date of the Warehouse Move.

The Warehouse Move shall include all of the materials in the 19,593 square foot (1,821 square meter) Warehouse. The Contractor shall provide the following services:

- Arrive at the job site no later than 06:30am to be ready to start work by 7:00am.
- Load the items from the Warehouse into the vehicles.
- Transport the items to the NEC site in accordance with Santo Domingo traffic regulations and in accordance with the movement routing supplied by the COR.
- Enter and exit the NEC site according to COR movement plan and physical limitations.
- Deliver the items to the area of the Warehouse indicated on the label.
- Place, arrange, and stack (if applicable) the items at locations as instructed by Government personnel.

- Provide at least two laborers, one in the current warehouse location and one in the new warehouse location, who also have at least one year experience operating a forklift.

### **1.2.3.2. STAGE 2 - EOB MAIN MOVE**

Forty-five days before the first day of the EOB Main Move, the Contractor shall deliver to the seven locations to be moved a sufficient quantity of packing boxes and packing materials, to include two colors of packing tape, to allow USG personnel to pack their files and personal belongings.

The EOB Main Move will take place over three days, starting on a Friday and ending on a Sunday.

On the days of the EOB Main Move, the Contractor shall:

- Arrive at the job site no later than 06:30am to be ready to start work by 7:00am.
- Load the items from the EOBs into the vehicles.
- Transport the items to the NEC site in accordance with Santo Domingo traffic regulations and in accordance with the movement routing supplied by the COR.
- Enter and exit the NEC site according to COR movement plan and physical limitations.
- Deliver the items to the area of the NEC indicated on the label.
- Place, arrange, and stack (if applicable) the items at locations as instructed by Government personnel.
- The Contractor shall not unpack items packed by USG personnel. If the Contractor has concerns about the sufficiency of any packing, the Contractor shall re-pack (unclassified items only) with the approval and supervision of the assigned escort.

### **1.2.4. THE SITES**

The sites included in this contract are as follows:

**EOB Location 1.** Location 1 is a one-level 25,103.08 square foot (2,333 square meter) facility. All boxes, equipment, and moving materials must enter and exit the building through the 36 inch wide front door.

**EOB Location 2.** Location 2 is a three-level 29,160 square foot (2,709 square meter) facility. It contains one elevator that is approximately 4ft x 5ft x 10ft. All boxes, equipment, and moving

material may enter and exit the building through the east door from the parking lot or from the west facing loading dock area.

**EOB Location 3.** Location 3 building is a four-level 14,942.64 square foot (1,389 square meter) facility. The building has no elevators and all egress must use one central set of stairs. There are two possible exits for the building. The first exit is the front door, located on Leopoldo Navarro. The second exit is located within the access-restricted parking lot on the South side of the building. Both exits have standard door widths.

**EOB Location 4.** Location 4 Building is multi-level office building and the U.S. Government will be moving content from floors three, four, and five of the facility only. In this facility there is one elevator and a winding stair case. The U.S. Government's occupied space is approximately 7,801 square feet (725 square meters.)

**EOB Location 5.** This compound is an organization of seven different facilities with a gross square footage of 12,922.76 (1,201 square meters) of space.

- Building one is one level and 860.8 square feet (80 square meters).
- Building two is two levels and 191.2 square feet (120 square meters).
- Building three is one level and 1,936.8 square feet (180 square meters).
- Building four is one level and 602.56 square feet (56 square meters).
- Building five is two levels and 4,260.96 square feet (396 square meters).
- Building six is one level and 2,780.52 square feet (277 square meters).
- Building seven is one level and 898.92 square feet (92 square meters).

There are no elevators in any building in Location 5. All buildings have one exit with standard doors and egress into a shared parking lot.

**EOB Location 6.** Location 6 is an organization of seven different facilities with a gross square footage of 36,745.4 square feet (3,415 square meters).

Two of the facilities on the compound are two-level facilities and the second levels are accessible only by stairs.

All other facilities at Location 6 are one-level buildings. All buildings have one exit with standard doors and egress into a shared parking lot.

The **Warehouse** is a three-level building located on the same compound as EOB Location 6. The Warehouse is approximately 19,593 square feet (1,821 square meters) and will be moved separately from the EOB Main Move. The Warehouse is three floors and has one freight elevator to be used for the movement of stored residential furniture, appliances and equipment.

**EOB Location 7.** This is a one-level 7,876.32 square foot (732 square meter) facility. All boxes, equipment, and moving materials may enter and exit the facility through the 36 inch east facing door on Avenida Mexico or the rear 36 inch door facing the parking area.

**New Embassy Compound (NEC).** The NEC has two passenger elevators (4 foot by 6 foot by 10 foot) as well as one freight elevator (8 foot by 10 foot by 12 foot), and stairwells. The two passenger elevators can be used for the movement of boxes only. Movers must protect all walls and corners in the elevators, hallways and office spaces of the NEC. No crane will be necessary for movement of safes. All material will be moved to the NEC.

### **1.2.5. MOVE PLAN**

Based on the information provided in this solicitation and observed at the site visits, the Contractor shall draft a Move Plan that fits within the Embassy's move requirements. The Move Plan, for both the Warehouse Move and the EOB Main Move, shall:

- Specify number of trucks, number and labor category of personnel to be utilized (the final updated Move Plan will include specific names of personnel and make/model/color/plate of vehicles.)
- Describe in detail the plan for the packing days.
- Describe in detail the plan for the three days of the Warehouse move.
- Describe in detail the plan for the three days of the EOB Main Move.
- Detail the vehicles and cargo holds to be used to physically transport all materials from the Warehouse and office buildings to the NEC.
- Describe the materials, manner, and process for protection of facilities, including grounds, floors, carpets, doors, elevators, and walls.
- Include information on container(s) to be used for controlled movement of secured items, including safes.
- Describe packing materials, manner, and protection of items being moved.
- Describe packing materials provided for paper and general office supplies.
- Describe packing material provided for fragile, electronic, and bulky items such as personal computers and laptops.
- Describe safety precautions to be taken.
- Describe the Personal Protective Equipment provided to Contractor staff.
- Emphasize security requirements so that accidental security violations do not occur.

It is the responsibility of the Contractor to attend the site visit and consider the information provided as well as the square footage of each building provided in the Statement of Work during

the development of the quote and the Move Plan. The Contractor shall deliver a draft Move Plan with the quote/technical proposal, and the final Move Plan shall be due as per the Deliverables section of this solicitation.

### **1.2.6. PACKING MATERIALS**

The Contractor shall provide packing boxes and materials to the USG 45 days before the start of the EOB Main Move. The Contractor will be responsible for assessing the sizes and quantity of each size of box, and quantity of materials, needed for each location to be moved. All packing boxes and materials shall be new and of standard commercial strength for the type of property involved in this work. In addition, the Contractor will be responsible for provision of blankets and other padding. It may be necessary for the Contractor to build crates.

U.S. Embassy personnel will prepare, pack, and label most materials to be moved, but there will be a packing requirement for some areas of the Embassy. The Embassy will develop its own labeling system that the Contractor shall use for materials packed by the Contractor. On the days of the Warehouse Move and EOB Main Move, all boxes to be moved will have a label appended to the side of the box with a location code. All locations at the NEC will be labeled to support the correct placement of the boxes and materials by the Contractor.

Moving of Government-owned materials and equipment is a highly specialized function. The measure of performance shall be the condition of articles upon arrival at their destination. The Contractor must always take the greatest care in handling articles. The Contractor's responsibility for damage to items is equal to that of the value of the damaged items. If the Contractor has concerns about the sufficiency of any packing, the Contractor may re-pack (unclassified items only) with the approval and supervision of the assigned escort.

### **1.2.7. HOUSEKEEPING**

The Contractor is responsible for removal of trash and moving debris from the Warehouse, EOB locations and in the NEC location during the packing and move days so that an orderly and safe environment is maintained. During the packing days and the move days, the Contractor shall remove trash at a minimum two times a day from each location being worked that day. After the physical move has been completed, Government employees will place all used packing materials in one common area for pickup by the Contractor at the new location. The Contractor shall pick up the used packing materials from the NEC two, five, ten, and 20 days after completion of the EOB Main Move. The USG will be responsible for all trash removal after this time period.

### **1.2.8. PERSONNEL**

It is anticipated that the Contractor will provide the following personnel:

- Project Manager
- Deputy Project Manager
- Team Leaders/Supervisors (one per location)
- Laborers

- Truck Drivers

The Contractor shall ensure that all personnel assigned to this contract possess the skills and experience necessary for accomplishing their individual tasks. The COR may require the Contractor to provide the qualifications of any employee assigned to this contract.

The Contractor shall provide the appropriate management effort to ensure that all services required under this contract are performed in accordance with the contract. The Contractor shall provide an English-speaking Project Manager and Deputy Project Manager to supervise the work force and serve as a liaison with the COR and project personnel. The Project Manager and Deputy Project Manager are considered key personnel and cannot be substituted during the performance of this contract.

All Contractor employees shall:

- Be courteous at all times;
- Arrive at the work site dressed appropriately for the job promptly at the scheduled time with materials necessary to properly complete the job;
- Present credentials identifying themselves as employees of the company;
- Be in good general health;
- Practice personal hygiene;
- Refer any unresolvable questions to the Project Manager, who will consult with the COR;
- Work safely, in a manner that will not cause harm to themselves or to others;
- Use Personal Protective Equipment when necessary (i.e. gloves, lifting belts, et cetera).

The Contractor's employees shall not at any time:

- carry a weapon either on their person or in a vehicle used for the move.
- smoke in the US Government facility;
- arrive at the facility under the influence of drugs or alcohol, or even with alcohol on the breath;
- drink alcoholic beverages on the job, even if offered;
- engage in prolonged discussion or argument regarding the job;
- perform any work not specified in this contract.

### **1.2.9. VEHICLES**

Unless otherwise stated, the Contractor shall provide all vehicles and equipment necessary for the performance of this contract. The Contractor shall ensure the vehicles and equipment are of appropriate size for the work required under this contract. Transport vehicles cannot exceed a total unloaded height (ground to top of vehicle) of 12 feet (369 cm).

The Contractor shall maintain its trucks and other equipment in proper mechanical condition to ensure their full availability when needed, and to ensure that the USG property is reliably and safely transported. All trucks must contain functional, enclosed, cargo holds that lock by key. All vehicles and equipment must be in clean condition so as not to soil, stain, or otherwise cause

damage to materials transported or anything at the Warehouse, EOB or the NEC. All vehicles and equipment shall be kept in safe operating condition at all times with a valid safety inspection sticker attached if required by local law. The Contractor shall provide all fuel and lubricants for the vehicles and equipment.

Should the Contractor encounter mechanical or other difficulties that would otherwise prevent the scheduled completion of a service, the Contractor shall immediately obtain a suitable substitute vehicle or equipment at no additional cost to the USG. Non-availability of suitable vehicles or equipment shall not constitute acceptable justification either for late performance or additional costs to the Government.

The Contractor shall not hold the Government liable for any damage to trucks or other equipment.

The Contractor shall provide a list of all vehicles to be used in the move to include the make, model/description, color, license plate number and photo as per the Delivery Schedule.

In coordination with the U.S. Embassy, the Contractor is responsible for making all required arrangements regarding blockage of roads, halting of traffic, reservation of on-street parking, et cetera, with local authorities.

It is the Contractor's responsibility to estimate the number of vehicles needed. In the event that the Contractor overestimates, the U.S. Government may not be held responsible for the cost of any equipment purchased or rented for the project but not used.

#### **1.2.10. PROTECTION OF GOVERNMENT PROPERTY**

The Contractor shall take all necessary precautions and exercise diligence to protect USG property at the Warehouse, EOB and NEC sites (e.g., asphalt pavement, light poles, sprinkler piping, concrete and granite curbs, landscaping, floors, walls, desks, cabinets, electrical fittings, stairs, doorways, etc.). Precautionary measures include, but are not limited to, supply of padding materials to protect materials while in transport and use of appropriate equipment to transport materials. The Contractor shall be liable for any damage caused to buildings, equipment, or vegetation, and shall replace or repair the damage to the satisfaction of the Government at no expense to the Government.

#### **1.2.11. SECURITY**

**Personnel.** The awarded Contractor shall subject its personnel to the Government's approval. All Contractor employees that will support the performance of this move contract must pass the U.S. Government's background check. The Contractor must provide the full name, date and place of birth, cedula number, and address of all personnel scheduled to perform work on U.S. Government properties, 60 days before the date of the Warehouse Move. The Government reserves the right to deny access to U.S.-owned or U.S.-operated facilities to any individual.

**Vehicles.** The Contractor shall submit the make, model, color and license plate number of each vehicle (delivery trucks and any other vehicular equipment) to be used during the Warehouse and

EOB moves to the COR 30 days before the date of the Warehouse Move. The Contractor shall also provide a photo of each vehicle.

**Escort.** All Contractor-provided vehicles will require a Government escort to be present with the vehicle and in possession of the cargo hold key at all times once USG materials and equipment are loaded on the vehicle. The Contractor shall ensure that the vehicle has sufficient passenger space for the escort and does not depart without him or her. The Contractor shall follow instructions by the escort. In the event such instructions violate the laws of the country, the Contractor will bring the issue to the COR for resolution.

**Criminal and Civil Actions.** Contractor employees may be subject to criminal actions as allowed by law in certain circumstances, including but not limited to the following infractions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; straying from the planned transport route, or any other security violations.

**Traffic Infractions.** The Contractor is responsible for all traffic infractions committed by Contractor personnel and assumes all responsibility and liability for any penalties or payments for as a result of such infractions. Government personnel are not authorized to compel the Contractor to act in violation of local traffic laws.

## **2. MANAGEMENT AND SUPERVISION**

The Contractor shall designate a Project Manager who shall be responsible for on-site supervision of the Contractor's workforce at all times. This Project Manager shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The Project Manager shall have supervision as his or her sole function. The Contractor shall also designate a Deputy Project Manager.

The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services. Contractor personnel shall coordinate break times to include a lunch break of no less than 30 minutes and no more than one hour. Water breaks should occur as needed but should not delay the loading, transport, or unloading of materials.

The Contractor shall be responsible for quality control. The Contractor shall ensure all work performed under this contract is of acceptable quality and reliability and in conformance with contract requirements. The Government shall inspect the Contractor's work to ensure it complies with the requirements of this contract.

The Contractor shall be responsible for work site safety during the move.

The USG-provided escort will control the progress of packing, moving, loading, departing, transporting, unloading, et cetera and the movers shall not do anything without specific approval of the identified escort.

### 3. CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the services as specified in this contract. Such items include, but are not limited to, new file boxes, new tri-ply boxes for computers and electronics, two different colors of tape, bubble wrap, padding, uniforms, ladders/step stools, pallets, dollies, jacks, hand trucks, tools, cleaning supplies, floor and elevator coverings, corner bumper guards, lifting equipment, personal protective equipment, vehicles, cranes, containers, and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service during the move.

### 4. GOVERNMENT FURNISHED PROPERTY

The Government does not intend to make any equipment or materials available to the Contractor as "Government Furnished Property (GFP)" for performance under the contract.

### 5. DELIVERABLES

The following items shall be delivered by the Contractor under this contract.

<b>Description</b>	<b>Quantity</b>	<b>Delivery Date</b>	<b>Deliver To:</b>
2.1.7 Draft Move Plan	-3-	Submit with Proposal	COR
2.1.7 Final Move Plan	-3-	90 days prior to Warehouse Move date	COR
2.1.8 Packing Materials	as needed	45 days prior to Warehouse Move date	COR
2.1.13 Personnel Security Information	-1-	60 days prior to Warehouse Move date	COR
2.1.11 Vehicle List	-1-	30 days prior to Warehouse Move date	COR
2.1.9. Housekeeping	N/A	Pick-up empty boxes 2,5,10, and 20 days after the move	N/A
2.2.6 Insurance	-1-	Within 10 days after contract award	CO
2.2.9 Permits	-1-	Within 10 days after contract award	CO

## **6. INVOICES AND PAYMENT**

Invoices shall be submitted in an original and three (3) copies to the Financial Management Officer (FMO) at the following address (designated payment office only for the purpose of submitting invoices):

Financial Management Office  
Embassy of the United States of America  
Avenida República de Colombia #68  
Arroyo Hondo  
Santo Domingo, D.N.  
Dominican Republic

## **7. PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY)**

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage to include the landscaping or losses suffered due to negligence of the Contractor's personnel in the performance of the services under this contract.

The Contractor also is liable for third-party and such other risk as may be attendant to the performance of this contract, such as loss, damage, or theft of the Contractor's materials and equipment in transit to the site or in storage on or off the site.

## **8. INSURANCE**

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

### **1. Bodily Injury stated in U.S. Dollars:**

Per Occurrence	As required by Dominican Republic law
Cumulative	As required by Dominican Republic law

### **2. Property Damage stated in U.S. Dollars:**

Per Occurrence	As required by Dominican Republic law
Cumulative	As required by Dominican Republic law

### **8.1.1. ACCIDENTS AND INJURY**

The Contractor and his employees shall comply with all OSHA regulations and the Dominican Republic's local safety regulations.

- The treatment of injuries sustained by the Contractor's employees shall be the responsibility of the Contractor.
- At those United States Embassy locations that have a medical department, the medical department can be contacted for initial assistance in a medical emergency (during the medical department's normally scheduled hours.)
- All OSHA recordable injuries sustained on United States Embassy premises must be reported, in writing, to the United States Embassy representative.

Workers' Compensation and Employer's Liability. The Contractor is required to provide for workers' compensation and employer's liability benefits in accordance with Dominican Republic laws. The Contractor shall provide workers' compensation insurance in accordance with clauses FAR 52.228-3 and DOSAR 652.228-71 for those Contractor employees assigned to this contract who are either United States citizens or hired in the United States or its possessions.

## **9. BONDING OF EMPLOYEES**

The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to equipping of any employees engaged in providing services under this contract, if legally required by the local government or local practice.

## **10. PERMITS**

At no cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal.

## **11. PERIOD OF PERFORMANCE**

After contract award and submission of acceptable insurance and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of 90 days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall begin. The Contractor will meet the deadlines set for the move plan, packing materials delivery and other deliverables outlined in this contract. The packing for the Warehouse Move and the packing for the EOB Main Move shall each be completed in one day on the dates specified by the Embassy. The Warehouse Move and the EOB Main Move shall be completed on the dates specified by the Embassy. The Contractor shall collect used packing material two, five, ten, and 20 days after the completion of the Main Move.

It is the Contractor's responsibility to ensure that working hours do not violate local laws and regulations.

## 12. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

The QASP provides a method for the COR to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
Services. Performs all moving services set forth in the scope of work.	Para 1-11	All required services are performed and no more than three (3) customer complaints are received.  The requirement for escort is respected.  No boxes, equipment or furniture are damaged.  No buildings, landscaping or other real estate are damaged.

**Monitoring Performance.** 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.

**Standard.** The performance standard is that the Government receives no more than three (3) customer complaints during the period of performance. 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 the quantity of complaints exceeds the standard.

### 12.1. 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 the same complaint is received from more than one customer for the same deficiency during the period of performance, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

**ATTACHMENT 1  
FILE PACKING SERVICES REQUIRED**

The Government requires file packing services from the Contractor. The Contractor will pack files, books and other documents from the following areas:

	Location 1	Location 2	Location 4	Location 5	Location 6	Location 7
<b>Lateral File Cabinets</b>						
5-drawer	7		6		18	
4-drawer	13			2	9	
3-drawer	1		8			
2-drawer			5		1	
7-drawer	5					
Full tops						
<b>Vertical File Cabinet</b>						
5-drawer						8
4-drawer		33				
3-drawer						
2-drawer		26				
Full tops						
<b>Safes</b>						
5-drawer						
4-drawer				2		
3-drawer						
2-drawer						
1-drawer						
Full tops						
<b>Bookcases</b>						
5-shelf					4	
4-shelf			22	4	3	15
3-shelf			7			
2-shelf						
Full tops						
<b>Storage Closet (approx.)</b>						
5x5 ft	1				1	
8x10					1	
6x4				1		
5x8			1			

**ATTACHMENT 2  
EOB INVENTORY LIST**

The full requirement includes moving information technology equipment, shredders, copiers, other specialty equipment, safes, et cetera. The requirement also includes moving the contents of file cabinets, desks and bookcases (but not the file cabinets, desks and bookcases themselves.) Refer to the table below for detail. The Government will request the Contractor to provide packing services for a portion of the files listed below – refer to Attachment 1 for further information.

	<b>Location 1</b>	<b>Location 2</b>	<b>Location 3</b>	<b>Location 4</b>	<b>Location 5</b>	<b>Location 6</b>	<b>Location 7</b>	<b>Totals</b>
<b>Item</b>	Quantity							
<b><i>Contents of Lateral File Cabinets</i></b>								
5-drawer	3	2	2	3	15	26		51
4-drawer	41	9	31	9	7	21	1	119
3-drawer	8	12		7	5	5	7	44
2-drawer	4	3		4	14	5	1	31
Full tops	30	10		11	10	14		75
<b><i>Contents of Vertical File Cabinet</i></b>								
5-drawer	9	5	6	2	9	6	1	38
4-drawer	9	5	6	2	6	7	8	43
3-drawer	4	37	6		1	7	8	63
2-drawer	114	26	28	2	16	2	1	189
Full tops	7	1		5	11	2	2	28
<b><i>Safes and Contents of Safes</i></b>								
5-drawer	9	3			3	3		18
4-drawer	28	3						31
3-drawer					1			1
2-drawer	27	7	1		1	4		40
1-drawer	3	1	1	4	5	2	1	17
Full tops	3	5		1	3	0	1	13
<b><i>Printers</i></b>								
Floor	5		1		3	23		32
Table	86	38	2	26	23	16	23	214
<b><i>Contents of Bookcases</i></b>								
5-shelf	24	4	1	10	10	4		53
4-shelf	14	3	61	10	7	7	16	118
3-shelf	7	1	9	1	10	3	2	33
2-shelf	6		6	6	5	2	1	26
Full tops	13	2	3	10		8	6	42
<b><i>Contents of Desks</i></b>								

	<b>Location 1</b>	<b>Location 2</b>	<b>Location 3</b>	<b>Location 4</b>	<b>Location 5</b>	<b>Location 6</b>	<b>Location 7</b>	<b>Totals</b>
<b>Item</b>	Quantity							
Desk contents – with storage bins	68	120	7	11	44	8		258
Desk contents – no storage bins	76	47	63	9	65	34	17	311
<b><i>Shredders</i></b>								
	19	10	6	6	10	3		54
<b><i>Copiers</i></b>								
Floor	11	8	7	4	6	2		38
Table	1	3		1	2	4	2	13
<b><i>Fax Machines/Digital Centers</i></b>								
	38	2	4	6	9	9		68
<b><i>Specialty Equipment</i></b>								
Finger Print Machines	2	20						22
Bar Code Scanners		99						99
Passport Readers		18						18
Microphones		4	1					5
Walkie Talkies	23	7	15			1	9	55
IPads	7	7	7		1	5		27
Laptops	11	2	6	16	4	8	3	50
PCs	128	172	69	30	47	20	1	467
Satellite Phones	20	5	3	1		32	31	92
Bio Fridge					1			1
Eye Test Machines					2			2
Monitor/Defibrillator					1			1
Shock Cart					1			1
Examination Tables					2			2
Examination Bed					2			2
Examination Stand					2			2
Examination Kits					2			2
EKG Machine					1			1
Ultrasound Machine					1			1
Oxygen					2			2
<b><i>General Surfaces</i></b>								
	13	35		67	10	13	26	164
<b><i>Scanners</i></b>								
	18	31		12	7	11	1	80

## SECTION 2 - CONTRACT CLAUSES

52.204-13 Central Contractor Registration Maintenance DEC 2012 is incorporated by reference.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (JAN 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:

\_\_\_ (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 (Aug 2012) (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. (Dec 2010) ([31 U.S.C. 6101 note](#)).

\_\_\_ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([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 (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([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—Subcontracting 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 (Dec 2010) (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 Representation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([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 (Apr 2012) ([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 (Nov 2012) ([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) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_X\_ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_X\_ (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

\_\_\_ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

\_\_\_ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

\_\_\_ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (51)(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:

\_\_\_ (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 (Dec 2010) ([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) [52.226-6](#), 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](#).
  - (xiv) [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  
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 this/these address(es):

<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 of a network "search engine" (e.g., Google, Yahoo, etc.) is suggested to obtain the latest location of the most current FAR.

**FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)**

- 52.204-9 Personal Identify Verification for Contractor Personnel (JAN 2011)
- 52.225-14 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)
- 52.247-5 Familiarization with Conditions (APR 1984)
- 52.247-12 Supervision, Labor, or Materials (APR 1984)
- 52.247-13 Accessorial Services – Moving Contracts (APR 1984)
- 52.247-15 Contractor Responsibility for Loading and Unloading (APR 1984)
- 52.247-17 Charges (APR 1984)
- 52.247-21 Contractor Liability for Personal Injury and/or Property Damage (APR 1984)
- 52.247-22 Contractor Liability for Loss of and/or Damage to Freight other than Household Goods (APR 1984)
  
- 52.247-26 Government Direction and Marking (APR 1984)
- 52.247-27 Contract Not Affected by Oral Agreement (APR 1984)

**THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:**

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

The use in this solicitation or contract of any DOSAR (CFR 48 Ch.6) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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:

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");

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)

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

(a) The U.S. Embassy in Santo Domingo observes the following days as holidays:

- U.S. Holidays
- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

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

- Dominican Holidays
- Epiphany Day
- Dia de Nuestra Senora de la Altagracia
- Dia de Duarte
- Dominican Independence Day

Good Friday  
Dominican Labor Day  
Corpus Cristi  
Dominican Restoration Day  
Dia de Nuestra Senora de las Mercedes  
Dominican Constitution Day

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

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

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

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

(b) The COR for this contract is the NEC Transition Coordinator.

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

### **SECTION 3 SOLICITATION INSTRUCTIONS**

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

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

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

A.2. A completed and signed copy of the Section 5. Representations and Certifications

A.3. Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Name and qualifications of a Project Manager and Deputy Project Manager who understand written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients over the past five years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, square footage of space moved, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in the Dominican Republic, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.

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

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

To include:

- Two years of monthly bank statements
- Two annual Income Statements
- Two years of payroll Records
- List of Personnel
- List of company-owned equipment, including photographs and information on type, quantity and condition.
- 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, the Contractor shall provide a copy.

(6) A written quality assurance plan describing steps the company will take to ensure the quality of service required by the contract is provided.

(7) A written draft Move Plan based on ALL requirements outlined in this solicitation. Refer to Section Schedule of Supplies/Services Part 2.1.7 Move Plan for the core requirements of the Move Plan. The Contractor may add more detail as it desires.

(8) The Offeror also shall confirm that it attended the site visit and that it understands the contract requirements. The Offeror shall provide comments on the sites or the contract SOW, and also on foreseeable problems, if any.

(9) A copy of the Certificate of Insurance or 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 this/these address(es):

<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 a network “search engine” (e.g., Google, Yahoo, 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:**

- 52.204-6      CONTRACTOR IDENTIFICATION NUMBER -- DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)
- 52.204-7      CENTRAL CONTRACTOR REGISTRATION (DEC 2012), is incorporated by reference.
- 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)

**THE FOLLOWING DOSAR PROVISION(S) IS/ARE 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. For an American Embassy or overseas post, refer to the post Management Officer. Concerns, issues, disagreements, and recommendations that 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**

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible Contractor. The evaluation process shall include the following:

(a) **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation (Section 3. Provisions). The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) **Technical Acceptability.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation. The technical acceptability review will also include a thorough consideration of the draft move plan. In addition, the Government may request an appointment to look at the offeror's equipment and packing materials.

(c) **Price Evaluation.** The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) **Responsibility Determination.** Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- Has adequate financial resources or the ability to obtain them;
- Has the ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Has a satisfactory record of integrity and business ethics;
- Has the necessary organization, experience, and skills or the ability to obtain them;
- Has the necessary equipment and facilities or the ability to obtain them; and
- Is 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**

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:

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

52.237-1 Site Visit (APR 1984)

The Embassy intends to conduct a pre-proposal conference on October 2, 2013 from 9:00am-10:00am followed by site visits on October 2, 2013, October 3, 2013 and October 10, 2013 as follows:

October 2, 2013

Location 1 – 10:00am-10:30am  
Location 3 – 10:45am-11:15am  
Location 5 – 11:30am-12:15pm  
Location 6 – 12:45pm-1:15pm

October 3, 2013

Location 2 – 9:00am-10:00am  
Location 7 – 10:30am-11:00am  
Location 4 – 11:30am-12:00pm

October 10, 2013

New Embassy Compound – 9:00am-10:00am

A maximum of two people per interested company shall attend the site visit. During the site visit the representative will review the buildings involved in the move and other considerations that affect the work. Maneuverability of vehicles within the NEC, sally ports and areas adjacent to the building, light poles, and other obstructions must be taken into consideration when confirming vehicle lists.

Offerors **MUST** confirm site visit attendance with their company name, address and DUNS number and the first and last names of the participants. Dominican citizens must submit their cedula number and date of birth, while American citizens must submit their passport number and date of birth. Confirmation of site visit attendance must be emailed to [luperonmx@state.gov](mailto:luperonmx@state.gov) by September 30, 2013. On the date of the conference and site visit company representatives must present matching photo identification in order to be allowed access. If the Embassy does not receive notice of your intention to attend the site visit, you will not be permitted to attend the site visit.

Offerors are expected to examine all instructions. Failure to do so is at the offeror's risk. Each offeror shall furnish information required by the solicitation.

## 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  is,  is not a small business concern.

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

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

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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

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

(i) It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any

resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American 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**

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.**

_____
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[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**

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[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**

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[List as necessary]

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

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

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

Other End Products:

**Line Item No.    Country of Origin**

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

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

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

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract 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  does  does not certify that—

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

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

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

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

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

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

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

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

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract 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.

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

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

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

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

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;

- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:  
 Name \_\_\_\_\_.  
 TIN \_\_\_\_\_.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

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

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

(o) *Sanctioned activities relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto: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 OFFEROR REPRESENTATIONS AND CERTIFICATIONS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

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: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers’ compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The Contracting Officer has determined that for performance in the country of the Dominican Republic:

- **Workers’ compensation laws 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.