

United States Embassy Tbilisi

Date: 07/08/2016

To: Prospective Quoters

Subject: Request for Quotations number SGG80016Q0010

Enclosed is a Request for Quotations (RFQ)/Offers for Blanket Purchase Agreement for Local Relocation Services. If you would like to submit an offer, follow the instructions in Section 3 (see page 41), complete the required portions of the attached document, and submit an electronic copy of your offer to [TbilisiBids@state.gov](mailto:TbilisiBids@state.gov)

The U.S. Government intends to award a Blanket Purchase Agreement (BPA) to one or more responsible companies submitting technically acceptable offers with fair and reasonable prices. We intend to award a BPA based on initial offers, without holding discussions, although we may hold discussions with companies if there is a need to do so.

A BPA is an Agreement, not a contract, and neither party is bound by its terms and conditions. The Government is not obligated to purchase any definite amount under this BPA. If a need arises, an authorized representative of the Government may issue an order following the procedures outlined in the BPA. If the BPA holder accepts the order, then a binding contract between the Government and BPA holder will exist for that specific order. If the BPA holder refuses to accept orders or furnish quotations in compliance with the terms of the Agreement, then it is likely that the Government will cancel the Agreement.

Quotations are due by 07/22/2016, 5:00PM Local Tbilisi, Georgia Time (GMT+4)

Sincerely,

Mirena Hine  
Contracting Officer

## TABLES OF CONTENTS

### Request for Quotations No.*SGG80016Q0010*

#### Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation to SF 1449, BPA SGG80016Q0010, Schedule of Supplies/Services, Block 20
- Attachment 1: Terms and Conditions
- Attachment 2: Scope of Work
- Attachment 3: Prices
- Attachment 4: Government Furnished Property
- Attachment 5: List/Specification of standard residential furniture/appliances/equipment/supplies.

#### Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses, FAR and DOSAR clauses not prescribed in Part 12

#### Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR clauses not prescribed in Part 12

#### Section 4 - Offeror Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER	PAGE 1 OF 2
<b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>					
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE (mm-dd-yyyy)	4. ORDER NUMBER	5. SOLICITATION NUMBER SGG80016Q0010	6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 07-08-2016	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Vakhtang Rukhadze		b. TELEPHONE NUMBER (No collect calls) +995 32 2277520	8. OFFER DUE DATE/ LOCAL TIME 5:00PM 07/22/2016	
9. ISSUED BY General Services Officer American Embassy Tbilisi 11 George Balanchine St. Digomi Tbilisi, Georgia		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <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) NAICS: SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
15. DELIVERY TO		CODE	16. ADMINISTERED BY See block 9		
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY Financial Management Officer US Embassy Tbilisi 11 George Balanchine St. Digomi Tel: 995 32 2277000 Tbilisi, Georgia		CODE
TELEPHONE NO.		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
<input type="checkbox"/> 7b. 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		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Blanket Purchase Agreement for Local Relocation Services per Attached Terms and Conditions  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	1	set		0.00
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) 0.00	
<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 type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND AND RETURN <u>1</u> 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:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED (mm-dd-yyyy)	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED (mm-dd-yyyy)	
		Mirena Hine			

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

SECTION 1 - THE SCHEDULE  
BLANKET PURCHASE AGREEMENT  
(BPA) No. SGG80016Q0010  
ESTABLISHED BETWEEN US EMBASSY – TBILISI AND  
THE BPA HOLDER: *NAME OF THE COMPANY/OFFEROR*  
Continuation to SF 1449, BPA SGG80016Q0010,  
Schedule of Supplies/Services, Block 20

1. General. Your firm is asked to agree to this Blanket Purchase Agreement (BPA) with the American Embassy Tbilisi. This BPA, hereafter referred to as “Agreement” will establish the terms and conditions applicable to potential future purchases of Local Relocation Services. Our objective in establishing this Agreement is to reduce the Government's administrative costs and to eliminate unnecessary duplication of paperwork that can result when repetitive purchases of items are made from the same vendor. If you accept our invitation, this Agreement will become effective upon acceptance by you and will remain in effect until BPA expires 5 years after signing of this BPA.

2. Scope of Work. If and when requested by the Contracting Officer or by persons named as authorized ordering officials in this Agreement, the Agreement-holder [*Company/Contractor's name*] agrees to furnish local relocation of government owned furniture, appliances, equipment and supplies under the conditions specified in this Agreement and its Addenda.

3. Issuance of Orders. Any purchase made under this Agreement will be based on written quotations submitted. When orders are placed, the employee placing the order will identify himself/herself to you and provide you with the following information:

- Specific description of the services being purchased;
- The unit price(s) and total estimated price;
- The time and place of delivery; and
- Agreement Number

4. Terms and Conditions. The following terms and conditions apply to this Agreement:

The Government is not obligated to purchase any definite amount under this Agreement.

- The amount of any one order shall not exceed \$15,000.00 or the equivalent in local currency.

- The total amount ordered under this Agreement shall not exceed \$150,000 or the equivalent in local currency over the life of this blanket purchase agreement.
- The prices to the Government shall be as low or lower than those charged your most favored customers for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment. In no event, shall the prices exceed those set forth in this Agreement.
- All work performed as a result of any order(s) issued under this Agreement shall be performed in accordance with Attachments 1 through 5 to this Agreement.

5. Authorized Ordering Officers. The following Embassy employees are authorized to place orders under this Agreement:

<u>Name of Ordering Officer</u>	<u>Title</u>	<u>Maximum Limitation per Order</u>
Giorgi Kakhniashvili	Procurement Supervisor	USD 25,000.00
Tamriko Jashi	Procurement Assistant	USD 3,500.00
Keti Abutidze	Procurement Assistant	USD 3,500.00
Nana Bregvadze	Procurement Assistant	USD 3,500.00
Maka Kniazeva-Kiziria	Purchasing Agent	USD 3,500.00
Otar Kantaria	Purchasing Agent	USD 3,500.00
Vakhtang Rukhadze	Purchasing Agent	USD 3,500.00
Pridon Davlianidze	Warehouse Manager	USD 3,500.00

#### 6. Quotation Order Issuance

If more than one vendor has received an Agreement for these services, the following procedures shall govern regarding issuance of individual orders. The BPA holder

shall not perform any work without an order being issued to the BPA holder by an authorized ordering official.

- (1) As the need for services arises, the Government will develop a price estimate. If the estimate does not exceed US \$3,500, the Government will follow the procedures in paragraph (2) below. If the estimate exceeds US \$3,500, the Government will follow the procedures in paragraph (3) below.
- (2) Orders not exceeding US \$3,500 - The Government will select a BPA holder for issuance of the order. This decision will be based on the Government's best interests, which may include factors such as estimated price and past performance record.
- (3) Orders exceeding US \$3,500 - Unless one of the exceptions in paragraph (4) below applies, the Government will follow one of the following two scenarios:
  - (a) The Government will request each BPA holder to provide, AT NO COST TO THE GOVERNMENT, a price quotation according to the US Embassy Tbilisi provided list of items and specifications for local relocation services. Whether or not the BPA holder is selected for an individual order, the Government shall not be liable for any claim from the BPA holder for the costs of providing price quotation. Selection will be based on a combination of estimated price and past performance information; or
  - (b) If the Contracting Officer can establish which BPA holder's prices will result in the lowest price for the individual order, the Government will make its award selection based upon the prices set forth in the BPA and past performance information gained as a result of BPA holder performance under this Agreement.
- (4) Regardless of whether the procedures in paragraph (2) or (3) above were followed, selection of BPA holders shall not be protestable to GAO under Subpart 33.1 (52.233-1) of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the Agreement. However, the Department of State does have an Acquisition Ombudsman who will review complaints by BPA holders to ensure that all BPA holders are afforded a fair opportunity to be considered for these task orders, pursuant to the procedures for award of task orders established herein.
- (5) Exceptions to the procedures in paragraph (4) above:
  - (a) The agency need for the required services is of such urgency that providing such competitive opportunity would result in unacceptable delays;

- (b) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the agreement, provided that all awardees were given a fair opportunity to be considered for the original order.

7. Delivery Tickets/Receipts. For all service deliveries, the BPA holder shall enclose a delivery ticket that shall contain the following minimum information:

- (i). Name of Supplier
- (ii). Agreement number
- (iii). Date of purchase
- (iv). Purchase Number
- (v). Itemized list of services furnished
- (vi). Quantity, unit price, and extension of each item, less applicable discounts
- (vii). Name of the authorized employee who placed the order
- (viii). Itemized list of items relocated, indicating volume and the Embassy inventory tag numbers of individual items

8. Invoices and Payment

A. The Government will make payments for each order issued under this Agreement in accordance with the payment terms provided herein, upon submission by the BPA holder, of a proper invoice and a copy of the appropriate delivery tickets.

The BPA holder shall submit a summary invoice at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period. The invoice shall identify the delivery tickets covered therein, stating the total dollar value, and supported by recent copies of the delivery tickets.

The payment will be processed by EFT within 30 days after receiving Service(s) and proper invoice(s) from vendor.

Payment shall be made in local currency at the exchange rate in effect the day an invoice is processed for payment by the Post Financial Management Officer. The rate of exchange that shall be used to determine a payment amount shall be the official rate set by the Georgian Government on the day the Embassy's Finance Office makes payment.

B. Submit invoices to:

**American Embassy Tbilisi**  
**Attn: Financial Management Office**  
**11 George Balanchine Street**  
**Georgia, Tbilisi 0131**

Payment enquiries should be sent to [TbilisiFMOVouchering@state.gov](mailto:TbilisiFMOVouchering@state.gov)

C. The BPA holder shall submit monthly invoices for each order, accompanied by a copy of the appropriate delivery ticket(s).

D. Please indicate the remittance or check mailing address in the space provided below if different from the address to which this Agreement was addressed.

---

---

---

9. Law and Regulation. The use of this Agreement does not authorize purchases that are not otherwise authorized by law or regulation.

10. List of Attachments. The following attachments are part of this Agreement. If an authorized ordering official issues an order under this Agreement and the BPA holder accepts that order, then the order shall be performed in compliance with Attachments 1 through 5, and for purposes of performance of the services required under the order, the BPA holder shall be a Contractor and each accepted order shall be a contract.

11. Signatures. You are requested to acknowledge acceptance of this Agreement, including its terms, conditions, and clauses, by signing and returning a copy to the American Embassy Tbilisi

Sincerely,

Mirena Hine  
Contracting Officer

**ACCEPTED BY:**

\_\_\_\_\_ (Name)                      \_\_\_\_\_ (Title)                      \_\_\_\_\_ (Date)

ATTACHMENT 1 - TERMS AND CONDITIONS

1. DELIVERY SCHEDULE - The following items shall be delivered under this Agreement:

<u>Description</u>	<u>QTY</u>	<u>Delivery Date</u>	<u>Deliver To</u>
Delivery ticket(s)/receipt(s) of itemized list of relocated items including volume and the Embassy Inventory Tag Numbers	2	Within one (1) day of completion of relocation	Original – BPA holder One (1) - COR

2. GOVERNMENT APPROVAL AND ACCEPTANCE OF BPA HOLDER EMPLOYEES

The BPA holder shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the BPA holder a police check covering criminal and/or subversive activities, a check of personal residence, and a credit investigation are also required. The BPA holder shall provide all such investigations in summary form to the COR for review and approval or disapproval. THE BPA HOLDER SHALL NOT USE ANY EMPLOYEES UNDER THIS AGREEMENT WITHOUT GOVERNMENT APPROVAL.

3. KEY PERSONNEL

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

<u>Position/Function</u>	<u>Name</u>
Project Manager	

During the first 90 days of performance, the BPA-holder shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

4. PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY)

The BPA holder assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the BPA holder's personnel in the performance of the services required under this Agreement.

5. INSURANCE

The BPA holder, at its own expense, shall provide and maintain during the entire period of performance of this Agreement, whatever insurance is legally necessary. The BPA holder shall procure and maintain during the entire period of performance under this BPA the following minimum insurance:

## COMPREHENSIVE GENERAL LIABILITY

<b>(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS</b>	
Per Occurrence	<b>5,000.00 USD</b>
Cumulative	<b>20,000.00 USD</b>
<b>(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS</b>	
Per Occurrence	<b>50,000 USD</b>
Cumulative	<b>100,000 USD</b>

## WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Workers' Compensation and Occupational Disease	Statutory, as required by host country law
Employer's Liability	Statutory, as required by host country law

6. **BONDING OF EMPLOYEES - BONDS.** The Government imposes bonding requirement on this Agreement. The BPA holder 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 Agreement, if legally required by the local government or local practice.
7. **PERMITS** - Without additional cost to the Government, the BPA holder shall obtain all permits, licenses, and appointments required for the prosecution of work under this Agreement. The BPA holder shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The BPA holder shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with his quotation for consideration for an Agreement.

## ATTACHMENT 2 SCOPE OF WORK

### 1. WORK REQUIREMENTS

1.1 General. The Contractor shall provide services for the United States Mission, Tbilisi, Georgia as described. This consists of:

- Local Relocation/Transportation of furniture, appliances, equipment and other supplies within the metropolitan area of Tbilisi, including loading, transportation, unloading, unpacking, locating relocated items within a residence and removal of all packing materials.
- Temporary storage service when direct delivery to either a residence or the Embassy warehouse is not feasible;
- Relocation service within a residence. Relocation of Furniture, appliances, equipment, supplies or any other household effect within a residence from room to room or from floor to floor.

Stuff to be moved can be in either packed or not packed condition. All stuff shall be moved in a safe and secure manner. Contractor shall be responsible for any kind of damages during transportation and delivery. If any items require special packing for the move, additional packing fees shall apply.

The Contractor shall furnish all managerial, administrative, direct labor personnel, materials and transportation that are necessary to accomplish all work as required by this contract.

1.2 Personnel. The Contractor shall provide a qualified work force capable of providing the services specified in this contract. Contractor employees shall be on site only for performance of contractual duties and not for other business purposes.

The contractor's employees who perform services at the client's office or residence shall be neat and in uniform identifying them as employees of the Contractor.

### 2. CONTRACTOR RESPONSIBILITIES

2.1 The Contractor is responsible for strict adherence to all instructions and quality requirements stated in this contract and shall provide the appropriate management effort to ensure that all services are performed. Each work team shall have a team leader to supervise the workforce and serve as a liaison with the COR. This designated person shall have supervision as his/her function during the time the Contractor is in the client's facility or residence and when Household Effects, Furniture, Appliances and equipment or other related supply are being loaded or unloaded into/from Cargo Trucks, plus when locating or relocating in a residence.

2.2 Work Skills and Experience. The Contractor shall ensure that all personnel assigned to this contract possess the skills and experience necessary for accomplishing their individual tasks.

2.3 English Language Qualifications. Each Team Leader must possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position. The remaining staff must be able to follow simple instructions in English, and must be able to completely understand the instructions of the Team Leader.

2.4 The Contractor's employees shall not at any time:

- (a) Smoke in the client's facility or residence;
- (b) Arrive at the facility or residence under the influence of drugs or alcohol, or even with alcohol on the breath;
- (c) Drink alcoholic beverages on the job, even if offered;
- (d) Use the client's bathroom or towels without permission;
- (e) Engage in prolonged discussion or argument regarding the job;
- (f) Perform any work for the client not specified in this contract; or
- (g) Request or accept any articles or currency as a gratuity from the client for work performed under this contract.

2.5 The Contractor will furnish the dumpster or trash compactor if required. The Contractor shall, at all times, keep the premises free from excessive accumulation of waste material or rubbish caused by its employees or work.

2.6 Any furniture, appliances, equipment and supplies within the responsibility of the Contractor will be delivered to the destination site in good condition. Any goods damaged or lost during the move will be the responsibility of the Contractor, whom will promptly replace all damaged goods or will be responsible for the cost of repair.

2.7 If any furniture or household effects require assembling or disassembling it is the contractors responsibility to perform this requirement per COR instructions.

3. SHIPMENT PICKUPS

3.1 An authorized ordering official or COR will give the Contractor an order with itemized list and relocation specification. The Contractor shall contact the COR for information/instructions and schedule.

3.2 The Contractor shall complete ordered services within the time frames set by the COR. COR shall provide minimum 24 hours advance notice to BPA holder about scheduled relocation.

3.3 The contractor shall generate itemized list of goods received from the Embassy for transportation. The list shall be signed by the contractor and the Embassy representative before the transportation starts. Itemized list shall display: description and condition of items, estimate volume of individual items, quantity and inventory tag numbers (if applicable).

#### 4. STORAGE AREA REQUIREMENTS

4.1 All temporary or permanent storage provided, either for unpacked or packed stuff shall be inside storage buildings and areas that are acceptable to and approved by the COR.

4.2 In areas assigned for preparation and storage of stuff the Contractor shall prevent pilferage or damage by sunlight, water, or fire. The Furniture, Appliances and Household effects shall be stored in areas that are dry, well ventilated, clean, free from dust, insects and rodents, have adequate fire protection, and are accessible for routine inspection.

4.3 The Contractor shall keep aisles, driveways, and entrances free of storage and equipment not being currently handled or operated.

4.4 The Contractor shall remove waste or refuse from storage areas or kept in metal containers with tight-fitting metal lids.

4.5 Stuff shall be stored on skids, dunnage, pallet bases, elevated platforms, or similar storage aids, maintaining a minimum of two inches of clearance from the floor to the bottom-most portion of the stored goods. The Contractor shall not store property in contact with exterior or interior walls.

#### 5. WAREHOUSE FACILITIES

5.1 Warehouse Facilities must be approved by the COR and meet the following criteria:

- Storage buildings shall be constructed, with masonry walls and floors, watertight roofs, and maintained in good condition. The building shall be kept dry, clean, well ventilated, free of dampness, free of moths, rats, mice, and insets, and in orderly condition at all times.
- Each building used for storage under this contract shall have as the minimum standard for qualification either:
  - an acceptable automatic fire detection and reporting system, or an acceptable automatic sprinkler system; or
  - a fire prevention and control plan, posted and maintained in each building; and necessary fire extinguishers and/or approved fire-fighting apparatus available and in good working order at all times.

In addition, each storage facility must be protected by an adequate water supply for fire-fighting and a fire department which is responsive twenty-four hours per day. Statements from the cognizant fire insurance rating organization shall be

used by the Government as a definitive basis for determining the sufficiency or adequacy of a fire-fighting water supply and the responsiveness of a fire department to protect a facility.

- The Contractor shall insure that all installed fire protective systems shall be accredited by the cognizant fire insurance rating organization for insurance rate credit.

## 6. REQUIREMENTS FOR THE DELIVERY

6.1 The BPA Holder/Contractor shall arrange delivery of furniture, appliances, equipment and supplies to a residence or to the Embassy warehouse.

6.1.1. When goods are delivered to a residence the contractor shall be placing items in locations specified by the Embassy representative. Placing of delivered goods in a residence shall include, but not be limited to, the laying of pads and rugs; placing of items of furniture within rooms; placing of springs and mattresses on bed frames; etc.

6.1.2. Goods delivered to the Embassy warehouse will be received by the Embassy Representative. The Contractor will not have access to the Embassy Storage facilities.

6.1.3. When goods are delivered to a residence the Contractor shall unpack all delivered goods and remove all debris. The Contractor shall use a tarpaulin or other suitable floor covering to protect floors while work is in progress.

### 6.2 Obtaining Delivery Receipt

6.2.1. The Contractor shall be required to obtain a delivery receipt in duplicate signed by the Embassy Representative upon completion of the delivery and/or the unpacking and/or placing of stuff in a residence. The original of this receipt shall be retained by the Contractor and the remaining copy shall be submitted with the Contractor's invoice for payment.

6.2.2 It shall be the responsibility of the Contractor to prepare a separate Inventory List, signed by the Embassy representative, listing all articles lost or damaged and describing such loss or damage. This Inventory List shall be submitted to the COR within a day after delivery is completed.

7. VEHICLES. The Contractor shall provide all vehicles necessary for the performance of this contract. All vehicles 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.

7.1 Vehicle Size. The Contractor shall provide necessary vehicles of appropriate size for local transportation of Furniture, Appliances and equipment.

7.2 Condition of Vehicles. The Contractor shall maintain its vehicles in the proper mechanical condition to assure their full availability when needed, and to assure that shipments are reliably and safely transported.

7.3 Non-availability of Vehicles. Should the Contractor encounter mechanical difficulties that would otherwise prevent the scheduled completion of a scheduled pick-up, the Contractor shall immediately obtain a suitable substitute vehicle at no additional cost to the Government. Non-availability of suitable vehicles shall not constitute acceptable justification for late pickup or delivery, or for additional costs to the Government.

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

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

- Performance Objective: Performs all services set forth in the scope of work Para: 1 thru 7
- Performance Threshold: All required services are performed and no more than one (1) customer complaint is received per month.

### 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 one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action.

### PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.

- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## ATTACHEMENT 3

## 1.1 Prices.

## 1.2 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

1.3 The Prices shall include all direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead and profit.

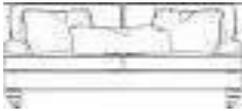
CLIN	Description, Transportation / Relocation service within the metropolitan area of Tbilisi	Block23 Price in USD
1	Single Order Minimum Amount in USD ( <i>This amount applies when Quantity in M<sup>3</sup> x Price per M<sup>3</sup> is less than this minimum order amount</i> )	
2	Standard residential furniture/appliances/equipment/supplies within the metropolitan area of Tbilisi, per Cubic Foot	
3	Standard residential furniture/appliances/equipment/supplies within the metropolitan area of Tbilisi, with intermediate storage up 10 calendar days, per Cubic Foot	
4	Storage, over 10 calendar days, per day per cubic foot	
6	Standard residential furniture/appliances/equipment/supplies within a residence, per Cubic Foot	
7	Standard residential furniture/appliances/equipment/supplies to floors above the 3rd floor, when elevator is not available. Price per cubic foot per floor.	
8	Power generator (35-50Kva) within the metropolitan area of Tbilisi, including laborer, crane and truck services. Price per unit	
9	Boiler with burner (diesel/gas), freestanding, within the metropolitan area of Tbilisi, including laborer and truck services. Price per unit	
10	Fuel Tank, Metal or Plastic, up to 2 ton, within the metropolitan area of Tbilisi, including laborer, crane, truck services. Price per relocation per unit	
<i>Prices of any transportation / relocation or storage services of non-standard items are subject of negotiation</i>		

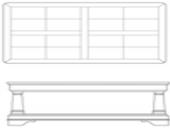
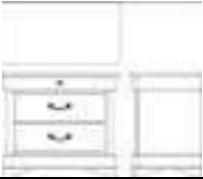
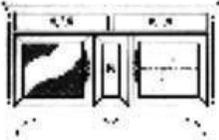
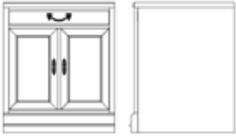
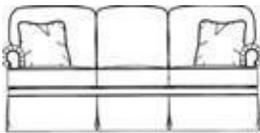
ATTACHMENT 4  
GOVERNMENT FURNISHED PROPERTY

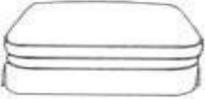
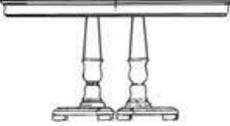
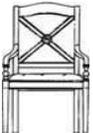
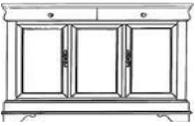
The Government shall make the following property available to the Contractor as "Government furnished property" for performance under the contract: NONE

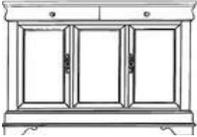
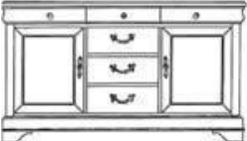
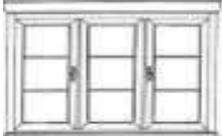
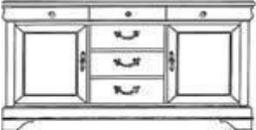
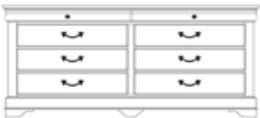
## ATTACHEMENT 5

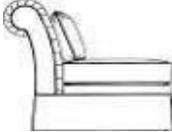
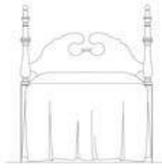
List/Specification of standard residential furniture/appliances/equipment/supplies.

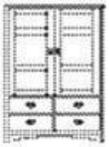
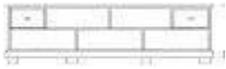
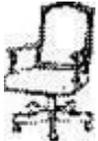
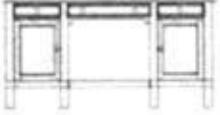
List of Standard Furniture/Appliances/Equipment				
Line Item	Line Drawing	Description (sizes in inches)	Total Wt/lbs.	Total Cube (Foot)
1		<b>SOFA, UPHOLSTERED; W78xD39xH37</b>	150	65
2		<b>CHAIR, OCCASIONAL W29xD35xH38</b>	60	22
3		<b>CHAIR, LOUNGE, UPHOLSTERED; W36.5xD39xH37</b>	85	30
4		<b>LOVESEAT; W60.5xD39xH37</b>	140	67
5		<b>BOOKCASE; W24xD14.75xH76</b>	126	21
6		<b>TABLE, CORNER; W28xD25.5xH25</b>	64	14
7		<b>TABLE, END; W26xD20xH25</b>	50	10
8		<b>TABLE, ACCESSORY; Dia.24xH28</b>	40	12

9		<b>TABLE, COCKTAIL;</b> <b>W44xD28xH20</b>	90	19
10		<b>CHEST, HALL;</b> <b>W30.375xD18.25xH30.25</b>	59	14
11		<b>PLASMA CREDENZA</b> <b>W52xD22xH30</b>	235	27
12		<b>MIRROR</b> <b>W26xD1.25xH42</b>	55	4
13		<b>LAMP, FLOOR</b>	12	19
14		<b>LAMP, TABLE</b> <i>Ships 2 lamps per carton</i>	15	10
15		<b>PRINTER CABINET;</b> <b>W26xD24.25xH30</b>	67	15
16		<b>SOFA, UPHOLSTERED;</b> <b>W76xD36xH37</b>	150	71
17		<b>CHAIR,</b> <b>LOUNGE, UPHOLSTERED;</b> <b>W35.5xD37.5xH39.5</b>	115	34

18		<b>OTTOMAN; W28.5xD22xH19.5</b>	45	8
19		<b>DESK, COMPUTER; W48xD24.25xH30</b>	120	26
20		<b>HUTCH, COMPUTER; W48xD18xH46</b>	140	29
21		<b>LAMP, DESK</b>	9	3
22		<b>TABLE, DINING; W54xD42xH30 w/PAD</b>	190	35
23		<b>TABLE, DINING; W75xD42xH30 w/PAD</b>	160	14
24		<b>CHAIR, DINING w/ARMS; W23.75xD29xH42</b>	35	21
25		<b>CHAIR, DINING W/O ARMS; W20.75xD29xH42</b>	35	17
26		<b>CHINA BASE; W46xD20xH35</b>	155	24

27		<b>CHINA TOP;</b> <b>W45.75xD17xH46.125</b>	120	28
28		<b>SERVING CABINET;</b> <b>W46xD20xH35</b>	155	24
29		<b>SIDEBOARD/BUFFET;</b> <b>W63.25xD20xH84.25</b>	275	31
30		<b>CHINA TOP;</b> <b>W63.25xD20xH84.25</b>	200	47
31		<b>CHINA BASE;</b> <b>W63.25xD20xH84.25</b>	275	31
32		<b>HEADBOARD &amp; BED FRAME -</b> <b>QUEEN;</b> <b>W66.5xD3.875xH47.75</b>	75	12
33		<b>INNERSPRING MATTRESS/</b> <b>BOX SPRING SET - QUEEN</b>	150	47
34		<b>NIGHT STAND;</b> <b>W24xD17xH27.50</b>	40	10
35		<b>DRESSER;</b> <b>W68.25xD19xH35.25</b>	160	31

36		<b>MIRROR;</b> <b>W33.5xD1.25xH46</b>	40	5
37		<b>CHEST OF DRAWERS;</b> <b>W37xD19xH54</b>	135	28
38		<b>CHAIR, LOUNGE,</b> <b>UPHOLSTERED</b> <b>W31.5xD40.5xH37</b>	75	47
39		<b>LAMP, TABLE</b>	12	10
40		<b>HEADBOARD &amp; BED FRAME -</b> <b>TWIN;</b> <b>W41xD3xH56</b>	40	8
41		<b>INNERSPRING MATTRESS/</b> <b>BOX SPRING SET - TWIN</b>	90	24
42		<b>NIGHT STAND;</b> <b>W24xD17xH27.50</b>	60	10
43		<b>DRESSER;</b> <b>W48xD18xH36</b>	126	23
44		<b>MIRROR;</b> <b>W32.25xH45.50</b>	40	5

45		<b>CHEST OF DRAWERS; W38xD18xH51.875</b>	175	27
46		<b>CHAIR, OCCASIONAL; W27xD29.5xH40.5</b>	50	25
47		<b>LAMP, TABLE</b>	16	10
48		<b>WARDROBE 48"W W48xD24xH75</b>	270	<i>normally transported disassembles</i>
49		<b>MISSION TV/VCR/DVD ENTERTAINMENT CENTER W43xD24xH66.0625</b>	420	39
50		<b>LOW ENTERTAINMENT PLATFORM W66.5xD25xH21.5</b>	395	21
51		<b>CHAIR, SWIVEL Overall: W25xD26.5xH40-43</b>	65	16
52		<b>COMPUTER DESK, DOUBLE PEDESTAL W62xD30xH31</b>	220	33
53		<b>VACUUM CLEANER, for residential use, either upright or Canister type</b>		

54		<i>WASHER, AUTOMATIC, Residential either American or European Size</i>		
55		<i>AIR CONDITIONER, Split unit, 12,000-24,000BTU</i>		
56		<i>HOOD, RANGE, WITH EXHAUST</i>		
57		<i>OVEN, MICROWAVE, 1.6-2.2 Cu. Ft. capacity</i>		
58		<i>RANGE, ELECTRIC or GAS, Residential</i>		
59		<i>DISH WASHER, European Size</i>		
60		<i>DRYER, CLOTHES Residential either American or European Size</i>		
61		<i>REFRIGERATOR, LARGE, 25- 35 Cu. Ft. capacity</i>		
62		<i>FREEZER, HOUSEHOLD, upright, 18-28 cu. ft. Capacity</i>		

63		<b>AUTOMATIC VOLTAGE REGULATOR</b> <i>Rated Power 450KVA</i>		
64		<b>TRANSFORMER, 220-110V, 500-2000W</b>		
65		<b>BOILER, wall mounted, gas</b>		
66		<b>WATER HEATER, EL, 80L- 300L, wall mounted</b>		
67		<b>WATER HEATER, EL, 300L- 500L Capacity, Floor mounted</b>		
68		<b>FUEL TANK, 1.5 Ton capacity Size: W49XD49XH39</b>		
69		<b>POWER GENERATOR, 35- 50kVa</b>		
70		<b>Water Pressure Pump</b>		

## SECTION 2 - CONTRACT CLAUSES

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

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

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

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

(10) [Reserved].

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

(ii) Alternate I (Nov 2011) of 52.219-3.

- \_\_\_(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_(ii) Alternate I (JAN 2011) of 52.219-4.
- \_\_\_(13) [Reserved]
- \_\_\_(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_(ii) Alternate I (Nov 2011).
- \_\_\_(iii) Alternate II (Nov 2011).
- \_\_\_(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_(ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_(iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_(16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_(17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- \_\_\_(ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_(iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_(iv) Alternate III (Oct 2014) of 52.219-9.
- \_\_\_(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_\_(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_(23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_(24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_(26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_\_(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_(28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_\_(29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- \_\_\_(30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_(31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- \_\_\_(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_X\_\_\_(33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

- \_\_\_(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_(34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_(36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_(ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_\_(37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_(ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_(38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_(39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_(ii) Alternate I (Jun 2014) of 52.223-16.
- X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_(41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_(42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_(ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_(iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_(iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_(43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_(44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_(45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- X (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

\_\_\_(52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_(53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_(54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_(ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

\_\_\_(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_\_(2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

\_\_\_(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

\_\_\_(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

\_\_\_(10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

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

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

(xi)

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

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

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

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

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

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

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

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

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

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

(End of clause)

## ADDENDUM TO CONTRACT CLAUSES

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://acquisition.gov/far/index.html>. DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.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" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clause(s) is/are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (JUL 2013)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)

- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT REGISTRATION (JUL 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
- 52.233-1 DISPUTES (DEC 1991), *ALTERNATE I (JUL 2002)*
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)
- 52.247-7 FREIGHT EXCLUDED (APR 1984)
- 52.247-10 NET WEIGHT - GENERAL FREIGHT (APR 1984)
- 52.247-11 NET WEIGHT - HOUSEHOLD GOODS OR OFFICE FURNITURE (APR 1984)
- 52.247-12 SUPERVISION, LABOR OR MATERIALS (APR 1984)
- 52.247-13 ACCESSORIAL SERVICES – MOVING CONTRACTS (APR 1984)
- 52.247-14 CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT (APR 1984)
- 52.247-15 CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING (APR 1984)
- 52.247-16 CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT (APR 1984)
- 52.247-17 CHARGES (APR 1984)
- 52.247-18 MULTIPLE SHIPMENTS (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)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

52.247-28 CONTRACTOR'S INVOICES (APR 1984)

52.248-1 VALUE ENGINEERING (OCT 2010)

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

52.247-23 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO HOUSEHOLD GOODS (JAN 1991)

(a) Except when loss and/or damage arise out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall be liable to the owner for the loss of and/or damage to any article while being-

- (1) Packed, picked up, loaded, transported, delivered, unloaded, or unpacked;
- (2) Stored in transit; or
- (3) Serviced (appliances, etc.) by a third person hired by the Contractor to perform the servicing.

(b) The Contractor shall be liability for loss and/or damage discovered by the owner if written notice of such loss and/or damage is dispatched to the Contractor not later than 75 days following the date of delivery.

(c) The Contractor shall indemnify the owner of the goods at a rate of \$8.50 per pound (or metric equivalent in local currency) based on the total net weight.”

The following Department of State Acquisition Regulation (DOSAR, 48 CFR Chapter 6) clause(s) is/are incorporated by reference:

<u>DOSAR</u>	<u>TITLE AND DATE</u>
652.228-71	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (JUNE 2006)
652.229-70	EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)
652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
652.237-72	OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)
652.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (SEP 2007)
652.242-70	CONTRACTING OFFICER’S REPRESENTATIVE (AUG 1999)
652.242-71	NOTICE OF SHIPMENTS (JUL 1988)
652.242-73	AUTHORIZATION AND PERFORMANCE (AUG 1999)
652.243-70	NOTICES (AUG 1999)

The following DOSAR clause(s) is/are provided in full text:  
CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

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

All work shall be performed during 09:00 – 18:00 except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
Christmas (Orthodox)  
Mother's Day  
Memorial Day

Good Friday  
Easter Monday  
Victory Day  
Apostle Andrew's Day  
Independence Day  
Day of the Virgin  
Svetitskhovloba  
Epiphany (Orthodox)  
International Women's Day  
Orthodox Easter  
St. George's Day

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

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

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

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

(b) The COR for this contract is: Pridon Davlianidze - Warehouse Supervisor.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (JUN 2006)

As prescribed in 628.309-70(b), insert the following clause:

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

Note: Paragraphs b, c, d, e and f are RESERVED.

(g) (1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the Contracting Officer. The request shall contain the following information:

- (i) contract number;
- (ii) name of contractor;
- (iii) brief description of the services to be provided under the contract and country of performance;
- (iv) name and position title of individual(s);
- (v) nationality of individual(s) (must be U.S. citizen or U.S. resident);
- (vi) dates (or timeframe) of performance at the overseas location; and,

(vii) evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).

(3) The Contracting Officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

SECTION 3  
SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2104) is incorporated by reference (See SF-1449, Block 27a).

ADDENDUM TO 52.212-1

- A. Summary of instructions. Each quotation must consist of the following:
- A.1. A completed solicitation, Attachment 3 Prices (Complete Block 23, Page 17)
- A.2. Information demonstrating the quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
  - (2) Evidence that the quoter operates an established business with a permanent address and telephone listing;
  - (3) List of clients, demonstrating prior experience with relevant past performance information and references;
  - (4) Evidence that the quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
  - (5) Evidence that the quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
  - (6) Description of vehicles to be used for the transport of Furniture, Appliances, equipment and Household Effects.
  - (7) Description of warehouse including safety features where shipments may be stored.
  - (8) Provide a written quality assurance plan describing steps the company will take to ensure the quality of service required by the contract is provided.
  - (9) Provide a copy SAM (see FAR 52.201-13 in Section 2) Registration or an evidence that it will be provided upon signing of this BPA
- A.3. If required by the solicitation, provide either:
- 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/vffara.htm>.

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

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JUL 2013)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING 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) 516-1696, by fax at (703) 875-6155, or by writing to:

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested, and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes.

Interested parties are invited to contact the contracting activity ombudsman, Reed Clifford, at **+99532 2277000 of fax +99532 2277718**. For a U.S. Embassy or an overseas post, refer to the numbers below for the Department Acquisition Ombudsman.

Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

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

(End of provision)

## SECTION 4 - EVALUATION FACTORS

The Government intends to award Blanket Purchase Agreement(s) (BPA) resulting from this solicitation.

Specifically, the following will be reviewed:

### 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 quoter with its quotation.

### Responsibility Determination.

Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –  
COMMERCIAL ITEMS (MAR 2015)

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

(a) Definitions. As used in this provision-

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

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

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

“Sensitive technology”-

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

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

referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) ) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

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

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

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

**Line Item No. Country of Origin**

---

---

---

[List as necessary]

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

Other Foreign End Products:

**Line Item No. Country of Origin**

---

---

---

[List as necessary]

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

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

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

Canadian End Products:

**Line Item No.**

---

---

---

[List as necessary]

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

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

Canadian or Israeli End Products:

**Line Item No. Country of Origin**

---

---

---

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

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

**Line Item No. Country of Origin**

---

---

---

[List as necessary]

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

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

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

Other End Products:

**Line Item No. Country of Origin**

---

---

---

[List as necessary]

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The

offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

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

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

(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 .]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the

United States and does not have an office or place of business or a fiscal paying agent in the United States;

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

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

(5) Common parent.

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

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated

Nationals and Blocked Persons List at  
<http://www.treasury.gov/ofac/downloads/t11sdn.pdf>.

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

(End of provision)

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

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

- (b) The Contracting Officer has determined that for performance in the country of
- Workers’ compensation laws exist that will cover local nationals and third country nationals.
  - Workers’ compensation laws do not exist that will cover local nationals and third country nationals.

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

(d) RESERVED

(End of provision)

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

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

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

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

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

(b) Offeror represents that—

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

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

(End of provision)