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SECTION 1 - THE SCHEDULE

**CONTINUATION TO SF-1449
RFQ NUMBER S-EC300-14-Q-0002
PRICES, BLOCK 23**

1. PRICES AND PERIOD OF PERFORMANCE.

The contractor shall perform Preventive Maintenance for the central air conditioner (Chiller), air handlers and split units, including furnishing all labor, equipment and services, for the U.S. Consulate General Guayaquil. The price listed below shall include all labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services that have been satisfactorily performed.

Because Temporary/Additional Services are based on indefinite delivery/indefinite quantity the minimum and maximum amounts are defined below:

Minimum: The Government shall place orders totaling a minimum of one (1) month. This reflects the contract minimum for the base period.

Maximum: The amount of all orders shall not exceed six (6) months. This reflects the contract maximum for the base period.

The performance period of this contract is from the start date in the Notice to Proceed and continuing for six (6) months. The initial period of performance includes any transition period authorized under the contract.

1.1 VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. The amount of VAT to be charged is 12%. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. Full VAT amount is charged on all aspects of the contract.

1.2 BASE PERIOD

A. Standard Services. The firm fixed price for the first year of the contract is:

Per month US\$ _____ x 6 = US\$ _____

CONTINUATION TO SF-1449
RFQ NUMBER S-EC300-14-Q-0002
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATION/WORK STATEMENT

1. SCOPE OF WORK.

The American Consulate General in Guayaquil, Ecuador requires the Contractor who must be an authorized dealer to maintain the central air conditioner (Chiller), air handlers and split units identified in **Attachment #1** in safe, reliable and efficient operating condition.

The Contractor shall provide all necessary managerial, administrative and direct labor personnel, and as well as necessary transportation, equipment, tools, repair parts, supplies and materials required to perform inspection, maintenance, repair and component replacement as required to maintain the air conditioners (Chiller), air handlers and split units in accordance with the manufacturer's specifications. Under this contract the Contractor shall provide:

- The services of a qualified air conditioner technicians, who can act as supervisor, on a month basis to check and repair equipment operation and perform scheduled and preventive maintenance;
- Emergency response service during normal building hours which are defined as 08:00 am to 17:00 pm, Monday to Friday, excluding local and American holidays, unless approved in advance by the Contracting Officer's Representative (COR).
- Appropriate, same day, service in response to any air conditioner unit malfunction trouble call; and
- Emergency minor adjustment callback service during normal building hours which are defined as 08:00 am to 17:00 pm, Monday to Friday, excluding local and American holidays, unless approved in advance by the Contracting Officer's Representative (COR).

2. HOURS OF PERFORMANCE.

The Contractor shall schedule all routine maintenance and repair work during normal building hours which are defined as 08:00 am to 17:00 pm, Monday to Friday, excluding local and American holidays, unless approved in advance by the Contracting Officer's Representative (COR).

3. ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT.

3.1 General.

The Contractor shall designate a representative who shall supervise the Contractor's air conditions technicians and be the Contractor's liaison with the American Consulate General and can act as a trained mechanic. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the air conditioner handlers, machine rooms and lobbies, either with or without security

escorts, only with specific permission by either the Contracting Officer or the COR.

3.2 Personnel security.

The government reserves the right to deny access to U.S. Owned and U.S. operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract prior to their utilization.

3.3 Standards of Conduct.

3.3.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

4. WORK REQUIREMENTS.

4.1 General.

The Contractor shall provide full service to meet routine maintenance requirements. The Contractor shall maintain air conditioner systems so that they are in a safe and efficient operating condition at all times. In the event of a break down, the Contractor shall make every effort to immediately return the air condition system to an operating condition.

4.2 Summary of Services.

To maintain the designated air conditioner chiller, air handlers and split units (including geared, gearless and A/C drive machines) in accordance with the manufacturer's specifications, the Contractor shall perform all the following services:

- Examine, clean, lubricate, adjust, repair and replace:
 - ✓ A/C machines (chiller and split units)
 - ✓ Electrical motors and condensers
 - ✓ Fan coil and handlers
 - ✓ Controllers
 - ✓ Selectors
 - ✓ Evaporators
 - ✓ Vents
 - ✓ Canvas
 - ✓ Thermostat

- ✓ Dispatcher & relay panels and parts thereof, including:
 - Worms & gears
 - Bearings and hubcaps
 - Rotating elements
 - Windings & fan coils
 - Contacts & relays
 - Resistors & transformers
 - Solid state devices
- Clean fan coil's air filters every month and replace every third month
- Examine or replace motor belts and turbines of fan coil in handlers
- Clean and drain fan coil in handlers
- Examine water pump bearings, electrical wires and contacts and electrical consumption test
- Examine, repair or replace chiller's fan motors, electrical and mechanic conditions and bearings
- Control oil level of chiller's compressors and level of gas/water escape
- Examine chiller's electrical consumption and starter's contacts
- Dismantle, clean, examine, replace, reassemble and adjust worn parts
- Repaint chiller's base and exterior unit on an annual basis to prevent oxidation
- Clean split unit's air filters every month
- Provide "emergency service" assistance defined in 6,2 to correct major central air conditioner (chiller), air handlers and split units' problems. Work to be performed during normal building hours which are defined as 08:00 am to 17:00 pm, Monday to Friday, excluding local and American holidays, unless approved in advance by the Contracting Officer's Representative (COR).

5. SCHEDULED ROUTINE MAINTENANCE

5.1 General.

- 5.1.1. The objective of scheduled routine maintenance is to eliminate or minimize central air conditioner (chiller), air handlers and split units malfunction, breakdown and deterioration. Contract maintenance of air conditioner system must assure continuous, safe and satisfactory operation of all central air conditioner, air handlers and split units, their parts and components. The Contractor shall schedule routine maintenance to include all tasks herein described, in addition to routine lubrication and adjustments.
- 5.1.2. The air conditioner system shall include, but is not limited to: evaporator, vents, canvas, thermostat, controllers, selectors, worms & gears, bearings and hubcaps, rotating elements, windings & fan coils, contacts & relays, resistors & transformers and solid state devices; water pumps, operating

valves, electronic devices replacement and all other air conditioner accessories.

5.1.3. The Contractor shall inventory, supply, repair and replace all parts that have become unsafe due to wear and tear. The Contractor shall use genuine manufacturer's parts or approved or equal (to be approved by COR) for all replacements. The Contractor shall maintain an easily accessible supply of spare parts sufficient for normal maintenance and expedient emergency repairs. The Government will pay the Contractor for materials or parts needed for maintenance and repair (with the exception of grease, lubricant, soap or detergent, cleaning fluids and fuses) within thirty days after receiving an invoice.

5.2. Checklist Approval.

The Contractor shall submit to the COR a schedule and description of the scheduled routine maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format similar to the one provided in **Attachment #2**. The Contracting Officer or COR must approved the proposed "Scheduled Routine Maintenance Task Check List" prior to contract work commencement.

5.3. Minimum Requirements.

The Contractor shall provide a trained mechanic/supervisor to inspect and service every air conditioner system at a minimum of once, every month of the year. The air conditioner mechanic/supervisor shall leave a copy of this signed checklist with the COR or the COR's designate following that month's routine maintenance visit. This monthly inspection and servicing shall include, but not be limited to, the following tasks:

- Furnish cleaning supplies (which includes grease, lubricant, soap or detergent, cleaning fluids and fuses) and labor necessary to serve and maintain in good condition the air conditioner equipment.
- Check and make necessary repairs to assure proper operation of A/C.
- Review air conditioner unit's performance with the COR or the designated representative, to determine if any malfunctions have occurred in connection with the operation of air conditioner units since the most recent previous scheduled routine maintenance visit.
- Investigate any malfunctions which have occurred, devoting special attention to any problem involving unsafe operations and make repairs as necessary.
- Examine and replace any damaged switches, defective fixtures, covers and related hardware.
- Troubles shoot any failure to equipment and electrical fixtures.
- Report findings to the COR or the COR's designee including identification of failed equipment and reason for failure.

- Leave signed and dated copy of the Maintenance Checklist and also leave signed and dated copies of any other monthly, quarterly or annual checklists if those were completed during the subject visit.

6. TROUBLE CALL RESPONSE SERVICE.

6.1. General.

The Contractor shall provide “around-the-clock” service coverage for all the air conditioner systems trouble calls as described below.

6.2. Emergency Response Service.

The Contractor shall provide, at no extra cost, coverage for Emergency trouble calls during normal building hours which are defined as 08:00 am to 17:00 pm, Monday to Friday, excluding local and American holidays, unless approved in advance by the Contracting Officer’s Representative (COR). A trained mechanic/supervisor shall be “On Call” and shall be on site within a one-hour time period of the placement of any emergency trouble call by the Contracting Officer or COR.

Emergency situations include the suspicious/confirmation of a fire in or around A/C equipment or an inoperative central air conditioner A/C unit, air handlers or split unit with no suitable back up.

6.3. Non-Emergency Response Service.

The Contractor shall provide at no extra cost a Non-Emergency Response Service. A trained air conditioner mechanic/supervisor will be on site, within one working day, to trouble shoot and repair an air conditioner malfunction.

6.4. Callback Service.

When the air conditioner system, which was previously worked on by the Contractor’s mechanic/supervisor, has a repeat malfunction within a 24 hour period, the Contractor shall be obligated to provide at no extra cost, a return visit by a trained air conditioner mechanic/supervisor to correct the problem, even if the problem is minor in nature. The air conditioner mechanic/supervisor shall respond to this call back within a three hour time period regardless of what time the Contracting Officer or COR made the callback complaint, including the “after hours” time periods.

7. PERSONNEL, TOOLS, REPAIR PARTS, MATERIALS AND SUPPLIES.

The Contractor shall provide trained air conditioner mechanics, who can act as supervisors and technicians with the appropriate tools and testing equipment for scheduled maintenance, unscheduled repairs, emergency repairs/assistance, safety inspection and safety testing as required by this contract. The Contractor shall provide all of necessary repair parts, materials and supplies to maintain, service, inspect and test the air conditioners as required by this contract.

ATTACHMENT #1

**AMERICAN CONSULATE GENERAL
GUAYAQUIL – ECUADOR
LIST OF THE HVAC EQUIPMENTS AND SPLIT UNIT**

LOCATION	NO. UNIT	DESCRIPTION	CFM	BTU/HR	YEAR INSTALL
GROUND FLOOR					
CONSULAR SECTION	1	40RMS024-500 GS AHU	8.000	240.000	1995
CONSULAR WINDOW	1	SPLIT UNIT	400.000	12.000	2010
FPM SECTION	1	40RMS012 AHU	4.000	120.000	1995
PARKING LOT GUARD	1	WINDOW A/C	400.000	18.000	2011
FIRST FLOOR					
MANAGEMENT SECTION	1	40RMS016-500 GC AHU	6.000	180.000	1995
C. G. O.	1	40RMS008-500 GS AHU	3.000	90.000	1995
I P C	1	40RMS012-B610 GC AHU	3.000	90.000	2002
I P C	1	CHILLER UNIT	30 TONS.	360.000	2002
SEC ROOM	1	SPLIT UNIT	400	18.000	2011
IM COMPUTER ROOM	1	42ARM036 SPLIT DX	1.200	36.000	2005
IM COMPUTER ROOM	1	42ARM036 SPLIT DX	1.200	36.000	2000
FIRST FLOOR ROOF					
OLD LIBRARY AREA	1	SPLIT UNIT	1.200	24.000	2006
POST ONE RECEPTION	1	SPLIT UNIT	1.200	18.000	2006
CONSULAR WAITING AREAS	1	50DJ-012-511 PACK DX	4.000	120.000	1995
SECOND FLOOR					
RSO	1	40RS008 AHU	3.000	90.000	1980
CLUB 21	1	40RS005 FAN COIL	2.000	60.000	1980
CLUB 22	1	40RS005 FAN COIL	2.000	60.000	1980

THIRD FLOOR					
SUPPLY ROOM	1	40RS005 FAN COIL	2.000	60.000	1980
SUPPLY ROOM	1	40RS002 FAN COIL	800	24.000	1980
HEALTH UNIT	1	40RS002 FAN COIL	800	24.000	1980
DHS	1	40RS004 FAN COIL	1.200	36.000	1980
DHS	1	40RS004 FAN COIL	1.200	36.000	1980
DHS COMPUTER ROOM	1	SPLIT UNIT	400	18.000	2008
FOURTH FLOOR					
PAS	1	40RS005 FAN COIL	2.000	60.000	1980
NAS	1	40RS002 FAN COIL	800	24.000	1980
NAS	1	40RS002 FAN COIL	800	24.000	1980
IPC TECH.	1	40RS004 FAN COIL	1.200	36.000	1980
WAREHOUSE	1	40RS004 FAN COIL	1.200	36.000	1980
FIFTH FLOOR					
DEA	1	40RS005 FAN COIL	2.000	60.000	1999
	2	40RS004 FAN COIL	1.200	36.000	
	2	40RS002 FAN COIL	800	24.000	
	1	SPLIT UNIT		24.000	
SIXTH FLOOR - TERRACE					
TERRACE	1	CHILLER UNIT 30GN-090-513 0496F879470	90 TONS.	1.080.00	1995
TERRACE	1	WINDOW A/C	400	18.000	2012

ATTACHMENT #2

ORDEN DE SERVICIO DE REPARACION DE CAMPO

No. Orden de Servicio	FECHA		
	DIA	MES	AÑO

EMPRESA: _____

SOLICITADO POR: _____

DIRECCION: _____

TIPO DE MANTENIMIENTO

- PREVENTIVO
- CORRECTIVO
- LLAMADA DE EMERGENCIA
- CORRECTIVO DENTRO DEL MANTENIMIENTO
- INSPECCION
- GARANTIA
- OTROS: _____

REPORTE DE SERVICIO TECNICO

#	TIPO DE EQUIPO	CAPACIDAD	MARCA	MODELO	NO. SERIE	AREA A CLIMATIZAR
1						
2						
3						
4						
5						

#	CONDENSADOR (ES)										EVAPORADOR (ES)			
	COMPRESOR 1				VENTILADOR 1		COMPRESOR 2				VENTILADOR 2		VENTILADOR	
	VOLTAJE	CORRIENTE	PRESION		VOLTAJE	CORRIENTE	VOLTAJE	CORRIENTE	PRESION		VOLTAJE	CORRIENTE	VOLTAJE	CORRIENTE
SUCCION			DESCARGA	SUCCION					DESCARGA					
1														
2														
3														
4														
5														

REVISIONES

EQUIPO (S)	1	2	3	4	5	EQUIPO (S)	1	2	3	4	5
TERMOSTATO						DRENAJE					
TEMPORIZADOR						CONTACTORES					
CONTROL TERMICO						CAPACITORES					
FILTROS DE AIRE						RELES					
LIMPIEZA DE SERPENTIN						TENSION DE BANDAS					
ESTADO DE SERPENTIN						LIMPIEZA DE TURBINA					
CONTROL DE ALTA PRESION						CONTROL DE BAJA PRESION					
AISLAMIENTO DE TUBERIA						CONEXIONES ELECTRICAS					
AISLAMIENTO DE GABINETE						LUBRICACION DE EJES					
AISLAMIENTO DE POLEAS						MOTOR VENTILADOR					
CALENTADOR DE ACEITE						FUGAS DE REFRIGERANTE					

TECNICO (S)	FECHA	HORA INGRESO	HORA SALIDA	OTROS TRABAJOS/OBSERVACIONES
		:	:	
		:	:	
		:	:	
		:	:	

PARTES Y MATERIAL UTILIZADO

#	CANTIDAD	DESCRIPCION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

SECTION 2 - CONTRACT CLAUSES

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012), is incorporated by reference.

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

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2013)

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

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
— Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- (6) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).
- (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).
- (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

- (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (11) [Reserved]
- (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-7](#).
- (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Oct 2001) of [52.219-9](#).
- (iii) Alternate II (Oct 2001) of [52.219-9](#).
- (iv) Alternate III (Jul 2010) of [52.219-9](#).
- (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (18) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of [52.219-23](#).
- (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).

- (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) [52.222-54](#), Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of [52.223-16](#).
- X** (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (Mar 2012) of [52.225-3](#).
- (iii) Alternate II (Mar 2012) of [52.225-3](#).
- (iv) Alternate III (Nov 2012) of [52.225-3](#).
- (41) [52.225-5](#), Trade Agreements (NOV 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X** (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- X** (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- X** (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- X** (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

- ___ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-2	Government Property Installation Operation Services - where USG providing property but contractor responsible for replacement (JUNE 2007)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

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

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

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

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) month, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of than six (6) months;

(2) Any order for a combination of items in excess of than six (6) months; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within than one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six (6) months.

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

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

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

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

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.
(End of clause)

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

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

(b) Invoice Submission. The contractor shall submit invoices in an original and one (1) copy to the Consulate General in Guayaquil as follows:

Embajada Americana
RUC # 1791845986001
Av. 9 de Octubre y Garcia Moreno
Teléfono: 232-3570
Guayaquil, Ecuador

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

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

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

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

CALENDAR YEAR 2013

Holiday	US/Ecuadorian	Date
New Year	US	January 1 (Tuesday)
Martin Luther King's Birthday	U.S.	January 21 (Monday)
Carnival	Ecuadorian	February 11 (Monday)
Carnival	Ecuadorian	February 12 (Tuesday)
Washington's Birthday	U.S.	February 18 (Monday)

Holy Thursday	Ecuadorian	March 28	(Thursday)
Good Friday	Ecuadorian	March 29	(Friday)
Labor Day	Ecuadorian	May 1	(Wednesday)
Batalla de Pichincha	Ecuadorian	May 24	(Friday)
Memorial Day	U.S.	May 27	(Monday)
Independence Day (U.S)	U.S.	July 4	(Thursday)
Founding of Guayaquil (*)	Ecuadorian	July 25	(Thursday)
Labor Day	U.S.	September 2	(Monday)
Guayaquil Independence Day	Ecuadorian	October 11	(Friday)
Columbus Day	U.S.	October 14	(Monday)
Veterans' Day	U.S.	November 11	(Monday)
Thanksgiving Day	U.S.	November 28	(Thursday)
Christmas Day	U.S.	December 25	(Wednesday)

CALENDAR YEAR 2014

Holiday	US/Ecuadorian	Date	
New Year	US	January 1	(Wednesday)
Martin Luther King's Birthday	U.S.	January 20	(Monday)
Washington's Birthday	U.S.	February 17	(Monday)
Carnival	Ecuadorian	March 3	(Monday)
Carnival	Ecuadorian	March 4	(Tuesday)
Holy Thursday	Ecuadorian	April 17	(Thursday)
Good Friday	Ecuadorian	April 18	(Friday)
Labor Day	Ecuadorian	May 1	(Thursday)
Memorial Day	U.S.	May 26	(Monday)
Independence Day (U.S)	U.S.	July 4	(Friday)
Founding of Guayaquil (*)	Ecuadorian	July 25	(Friday)
Labor Day	U.S.	September 1	(Monday)
Guayaquil Independence Day	Ecuadorian	October 10	(Friday)
Columbus Day	U.S.	October 13	(Monday)
Cuenca Independence Day	Ecuadorian	November 3	(Monday)
Veterans' Day	U.S.	November 11	(Tuesday)
Thanksgiving Day	U.S.	November 27	(Thursday)
Christmas Day	U.S.	December 25	(Thursday)
Christmas Day	U.S.	December 26	(Friday)

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

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

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

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

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

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

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

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

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

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

(b) The COR for this contract is the Facilities Engineer or the Facility Manager in his absence.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

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

ADDENDUM TO 52.212-1

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

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

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

(1) Name of a Trained Mechanic/Supervisor (or other liaison to the Consulate) who understands written and spoken English;

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

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

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

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

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

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

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

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

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

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.214-34	Submission of Offers in the English Language (APR 1991)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (Dec 2012)

52.237-1 SITE VISIT (APR 1984)

The site visit and a pre-proposal conference will be held on Tuesday, November 12, 2013 at 14h00 at the Consulate Building located at Av. 9 de Octubre y Garcia Moreno. Prospective offerors/quoters should contact Lilia Banchon or Edie Alcivar by e-mail at GSO_guayaquil@state.gov or phone at (04) 232-7062 for additional information and to arrange entry to the building.

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

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

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to:

Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

SECTION 4 - EVALUATION FACTORS

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

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (DEC 2012).

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

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

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

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

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

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

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education;

or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government

contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

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

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

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

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

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

(b)

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

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

(c) RESERVED.

(d) RESERVED.

(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) *RESERVED*.

(g) RESERVED.

(h) RESERVED.