



*Embassy of the United States of America
New Delhi, India*

April 9, 2012

Dear Prospective Quoter:

SUBJECT: Solicitation Number S-IN650-12-Q-0019 for providing Packing / Shipping services to American Embassy, New Delhi, India.

The Embassy of the United States of America invites you to submit a quotation for providing packing and shipping services to the United States Library of Congress, American Embassy, New Delhi, India. If you would like to submit a quotation, **please refer to Section 3 and READ carefully Solicitation Provisions on Page 55 in order to understand how to submit a quotation and submit it to the address shown on the Standard Form 1449 that follows this letter. Quotations not complying with the requirements specified in Section 3 may be deemed as incomplete and may be excluded from further consideration.**

The Embassy intends to award the contract to the lowest priced, technically acceptable offeror/quoter, who is a responsible contractor (See Section 4 on Evaluation Factors). We intend to award a contract order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

The Embassy intends to conduct a pre-proposal conference at American Center Building, 24-Kasturba Gandhi Marg, New Delhi - 110001 on **April 19, 2012 at 11.00 A.M.**, and all prospective offerors who have received a solicitation package are invited to attend. Interested parties must register the participants' names with Ms. Jaya VEDI by e-mail to vedij@state.gov or with the Contracting Officer Ms. Carrie L. Basnight by e-mail to basnightcl@state.gov or at telephone number 91-11-24198000, Extn – 8728 by **April 17, 2012**. This information must be provided in advance in order to ensure access to the conference site and adequate seating for the conference attendees. Due to parking restrictions, participants are advised to arrive early, so that they can park their vehicles on their own and walk down to the designated meeting location specified above. No substitutes or additional persons may attend the conference and site visit. See Section 3 – “Addendum to Solicitation Provisions” (**Pages 54**) of the attached solicitation, for complete details.

Please do not submit the entire copy of this solicitation with your quotation. For a quotation to be considered, you must complete and submit the following:

1. SF-1449
2. Section 1, Block 23
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the undersigned at American Embassy, Gate 'C', Chandragupta Marg, New Delhi 110021 by 3 P.M. on or before April 30, 2012. No quotations will be accepted after this time. Offerors **must not** electronically transmit their quotations. No electronic offers or proposals will be accepted. Quotations received after the due time and date shall be dealt with in accordance with the procedures in FAR provision 52.212-1(f).

Direct any questions regarding this solicitation to the undersigned by letter or by telephone [24198728] during regular business hours.

Sincerely,

Carrie L. Basnight
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER	PAGE 1 OF 74	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER S-IN650-12-Q-0019	6. SOLICITATION ISSUE DATE April 9, 2012		
7. FOR SOLICITATION INFORMATION CALL	a. NAME ▶ Carrie L. Basnight		b. TELEPHONE NUMBER (No collect calls) 24198728	8. OFFER DUE DATE/ LOCAL TIME April 30, 2012 – 03.00 p.m.		
9. ISSUED BY American Embassy – New Delhi, India General Services Office Gate 'C', Chandragupta Marg Chanakyapuri New Delhi 110021		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	12. DISCOUNT TERMS	
15. DELIVER TO Library of Congress, American Center, 24 Kasturba Gandhi Marg, New Delhi 110001		CODE	16. ADMINISTERED BY Library of Congress – Field Director			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.			<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PACKING AND SHIPPING SERVICES – SEE ATTACHED					
<small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

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**Continuation to SF1449
RFQ S-IN650-12-Q-0019
SECTION 1 - THE SCHEDULE
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
SHIPPING/PACKING SERVICES**

1. PERFORMANCE WORK STATEMENT

For each year of the contract, the U.S. Government guarantees a minimum order of **10,100 Kg** for packing services. The maximum amount of packing/shipping services each year of this contract will not exceed **101,000 Kg gross**, excluding the weight of lift vans to be provided by the contractor. The Government does not guarantee the requirement of storage services at the contractor's warehouse, as it is not a routine requirement.

Individual purchases shall be documented as follows:

The Contracting Officer shall obligate the funds via a task order, although a GBL may be an attachment to that order.

2. PERIOD OF PERFORMANCE

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

3. PRICING.

The firm-fixed prices below shall include all direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The prices include all expenses and materials required to complete the work.

BASE PERIOD PRICES

Option Term: Starting on date of award and continuing for a period of twelve months

	Unit of Measure	Rate per Unit (Rs)	Estimated Quantity †	Total Est. Amount (Rs)
(a) Packing Services				
(1) Packing of library materials into lift vans including cost of lift vans and transporting them to	Kgs. (Net excl. lift vans)		82,000*	

ICD directly, or to ICD
via contractor's warehouse
(including loading/
unloading and customs
clearance for export

(b)Fumigation of empty wooden Lift Vans 1 Lift van **150 lift vans**

(c)Storage Services (if required)

(1) Daily storage of packed Lift Van in contractor's warehouse 1 Lift van **2,250** days**

TOTAL ESTIMATED AMOUNT FOR BASE YEAR: Rs. _____

** This EST weight is not inclusive of the weight of the lift vans, but the Offeror must take into consideration the weight of the lift vans to be provided by them.*

*** This quantity is based on the entire EST shipment for a year. This option shall be used only if there are storage restrictions at the US Government premises. The Government provides no assurance of storage services being ordered at any point of time during the year.*

† This estimated quantity is based on total estimated Government requirements. This means that if more than one award is made, the estimated quantity awarded under task order(s) to any single contractor will be less than the quantities shown.

FIRST OPTION YEAR PRICES

Option Term: Starting on end of Base Period and continuing for a period of twelve months

	Unit of Measure	Rate per Unit (Rs)	Estimated Quantity †	Total Est. Amount (Rs)
(a) Packing Services				
(1) Packing of library materials into lift vans including cost of lift vans and transporting them to	Kgs. (Net excl. lift vans)		82,000*	

ICD directly, or to ICD
via contractor's warehouse
(including loading/
unloading and customs
clearance for export

(b) Fumigation of empty wooden Lift Vans 1 Lift van **150 lift vans**

(c) Storage Services (if required)

(1) Daily storage of packed Lift Van in contractor's warehouse 1 Lift van **2,250** days**

TOTAL ESTIMATED AMOUNT FOR BASE YEAR: Rs. _____

** This EST weight is not inclusive of the weight of the lift vans, but the Offeror must take into consideration the weight of the lift vans to be provided by them.*

**** This quantity is based on the entire EST shipment for a year. This option shall be used only if there are storage restrictions at the US Government premises. The Government provides no assurance of storage services being ordered at any point of time during the year.**

† *This estimated quantity is based on total estimated Government requirements. This means that if more than one award is made, the estimated quantity awarded under task order(s) to any single contractor will be less than the quantities shown.*

SECOND OPTION YEAR PRICES

Option Term: Starting on end of Option Year One and continuing for a period of twelve months

	Unit of Measure	Rate per Unit (Rs)	Estimated Quantity †	Total Est. Amount (Rs)
(a) Packing Services				
(1) Packing of library materials into lift vans including cost of lift vans and transporting them to ICD directly, or to ICD via contractor's warehouse	Kgs. (Net excl. lift vans)		82,000*	

(including loading/
unloading and customs
clearance for export

(b) Fumigation of empty wooden Lift Vans 1 Lift van **150 lift vans**

(c) Storage Services (if required)

(1) Daily storage of packed Lift Van in contractor's warehouse 1 Lift van **2,250** days**

TOTAL ESTIMATED AMOUNT FOR BASE YEAR: Rs. _____

** This EST weight is not inclusive of the weight of the lift vans, but the Offeror must take into consideration the weight of the lift vans to be provided by them.*

*** This quantity is based on the entire EST shipment for a year. This option shall be used only if there are storage restrictions at the US Government premises. The Government provides no assurance of storage services being ordered at any point of time during the year.*

† This estimated quantity is based on total estimated Government requirements. This means that if more than one award is made, the estimated quantity awarded under task order(s) to any single contractor will be less than the quantities shown.

THIRD OPTION YEAR PRICES

Option Term: Starting on end of Option Year Two and continuing for a period of twelve months

	Unit of Measure	Rate per Unit (Rs)	Estimated Quantity †	Total Est. Amount (Rs)
(a) Packing Services				
(1) Packing of library materials into lift vans including cost of lift vans and transporting them to ICD directly, or to ICD via contractor's warehouse (including loading/	Kgs. (Net excl. lift vans)		82,000*	

unloading and customs clearance for export		
(b)Fumigation of empty wooden Lift Vans	1 Lift van	150 lift vans

(c) Storage Services (if required)

(1) Daily storage of packed Lift Van in contractor's warehouse	1 Lift van	2,250** days
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TOTAL ESTIMATED AMOUNT FOR BASE YEAR: Rs. _____

** This EST weight is not inclusive of the weight of the lift vans, but the Offeror must take into consideration the weight of the lift vans to be provided by them.*

*** This quantity is based on the entire EST shipment for a year. This option shall be used only if there are storage restrictions at the US Government premises. The Government provides no assurance of storage services being ordered at any point of time during the year.*

† This estimated quantity is based on total estimated Government requirements. This means that if more than one award is made, the estimated quantity awarded under task order(s) to any single contractor will be less than the quantities shown.

FOURTH OPTION YEAR PRICES

Option Term: Starting on end of Option Year Three and continuing for a period of twelve months

	Unit of Measure	Rate per Unit (Rs)	Estimated Quantity †	Total Est. Amount (Rs)
(a) Packing Services				
(1) Packing of library materials into lift vans including cost of lift vans and transporting them to ICD directly, or to ICD via contractor's warehouse (including loading/unloading and customs	Kgs. (Net excl. lift vans)		82,000*	

clearance for export
(b)Fumigation of empty 1 Lift van **150 lift**
wooden Lift Vans **vans**

(c) Storage Services (if required)

(1) Daily storage of 1 Lift van **2,250****
packed Lift Van in **days**
contractor's warehouse

TOTAL ESTIMATED AMOUNT FOR BASE YEAR: Rs. _____

** This EST weight is not inclusive of the weight of the lift vans, but the Offeror must take into consideration the weight of the lift vans to be provided by them.*

*** This quantity is based on the entire EST shipment for a year. This option shall be used only if there are storage restrictions at the US Government premises. The Government provides no assurance of storage services being ordered at any point of time during the year.*

† This estimated quantity is based on total estimated Government requirements. This means that if more than one award is made, the estimated quantity awarded under task order(s) to any single contractor will be less than the quantities shown.

The Government will not consider any claim for any additional compensation unless it has been authorized by the Government in writing in advance. The Government shall not be responsible for any work performed that is not specifically provided for under this contract or authorized by the Government in writing in advance.

4. ORDERS.

All requests for shipments or performance of individual jobs under this contract shall be issued via an order placed by the Contracting Officer. This task order will contain the following information:

- (a) Name of contractor
- (b) Contract number
- (c) Date of purchase
- (d) Purchase number
- (e) Name of person placing order
- (f) Itemized list of shipment and services furnished

- (g) Quantity, unit price, and total price of each item or service, less applicable discounts

Orders may be placed orally initially, but must be followed up in writing within 48 hours via issuance of a task order. Only a Contracting Officer may place an order, either orally or in writing.

If more than one contractor has received an award for these services, the following procedures shall govern the issuance of individual orders. No work shall be performed without an order being issued to the contractor by the Contracting Officer.

- (1) As the need for services arises, the Government will develop a price estimate. If the estimate does not exceed US\$3,000, the Government will follow the procedures in paragraph (2) below. If the estimate exceeds US\$3,000, the Government will follow the procedures in paragraph (3) below.

- (2) Orders not exceeding US\$3,000 - The Government will select a contractor 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\$3,000 - Unless one of the exceptions in paragraph (5) below applies, the Government will follow one of the following two scenarios:

- (a) The Government will request each contractor to perform, **AT NO COST TO THE GOVERNMENT**, a pre-shipment survey after which the contractor will present an estimate to the Government. Whether or not the contractor is selected for an individual order, the Government shall not be liable for any claim from the Contractor for the costs of performing the pre-shipment survey. Selection will be based on a combination of estimated price and past performance information; or

- (b) If the Contracting Officer can establish which Contractor's prices will result in the lowest price for the individual order without requesting a pre-shipment survey, the Government will make its award selection based upon the prices set forth in the contract and past performance information gained as a result of contractor performance under this contract.

- (4) Regardless of whether the procedures in paragraph (2) or (3) above were followed, selection of contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the contract. However, the Department of State does have an Acquisition Ombudsman who will review complaints by contractors to ensure that all contractors 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 (3) 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 contract, provided that all awardees were given a fair opportunity to be considered for the original order.

5. DELIVERY SCHEDULE

The following items shall be delivered under this contract.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To:</u>
Written Estimate (if required)	1	Upon COR Request	COR
Packing List	5	Each assigned packing effort	Original - Contractor four – COR
Changes in date/time of packing	1	Two days before scheduled date	COR
Non-Negotiable Warehouse Receipt	1	25 calendar days after pickup from the American Center	Original - COR
Notification of Completion of Services	1	Immediately upon completion of required services	COR
Notice of Availability for Shipment	1	Completion of each assigned packing effort	COR
Request for Shipping	1	24 hrs after Notice of Availability	COR
Required Shipping Documentation	1	By Date of Embarkation	COR
Inventory List of articles lost or damaged	2	7 calendar days after delivery of goods	Original - Contractor one - COR

in shipment

Weight Certificate	1	Submission with each invoice	COR
GOV Identity Cards	Nos. issued	Returned upon expiration of contract or when an employee leaves contractor service	COR
Bill of Lading	1	Original negotiable copy – 10 days from actual shipment from port city	COR

6. INVOICES AND PAYMENT.

(a) Individual invoices shall be submitted for each order, accompanied by the task order and copy of non-negotiable Bill of Lading Documents of each shipment originating from Library of Congress, American Embassy, New Delhi. Invoices shall be submitted in an original and three (3) copies to the Contracting' Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

LOC Field Director
Library of Congress
American Embassy
American Center Building
24 Kasturba Gandhi Marg
New Delhi 110001, India

(b) An acceptable invoice containing expenditures for sea shipments via privately owned U.S.-flag commercial vessels and inland haulage to the port cities by the carrier must be supported by a copy of non-negotiable Commercial Bill of Lading Documents, fumigation certificate and importer security filing (ISF) form. The reimbursement will be made under the Commercial Bill of Lading as further addressed in Attachment 1, paragraph 16. The provisions of FAR 52.247-64 on Preference for Privately Owned U.S.-Flag Commercial Vessels shall apply. In case direct routing of a U.S. Flag carrier is not available, Library of Congress will issue a justification for use of a non U.S. Flag carrier and this justification must be attached along with the invoice.

(c) In case Value Added Tax (VAT) is payable and the U.S. Embassy is not exempt from paying such VAT, the contractor shall show (VAT) as a separate item on invoices submitted for payment. VAT, for the purposes of this contract means any kind of tax, including service tax levied by the Indian Government

7. GOVERNMENT APPROVAL AND ACCEPTANCE OF CONTRACTOR EMPLOYEES.

The Contractor shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the Contractor, including recommendation(s) from their respective supervisor(s). Also required are a police check covering criminal and/or subversive activities, a check of personal residence, and a credit investigation. The Contractor shall provide all such investigations in summary form to the COR for review and approval or disapproval. THE CONTRACTOR SHALL NOT USE ANY EMPLOYEES UNDER THIS CONTRACT WITHOUT GOVERNMENT APPROVAL.

8. KEY PERSONNEL.

The Contractor shall assign to this contract the following key personnel.

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

The key personnel shall be fluent in the English language. During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

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

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

10. INSURANCE

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

Comprehensive General Liability

Bodily injury and Property Damage including third party liability Rs.100,000 per occurrence

Workers' Compensation

Statutory, as required
Workers' Compensation and by host country law Occupational Disease
(Workmen's Compensation Act 1923)

11. BONDING OF EMPLOYEES

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

12. PERMITS

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

ATTACHMENT 1
PERFORMANCE WORK STATEMENT CONTINUATION
PACKING AND SHIPPING

1. **GENERAL.** The contractor shall provide packing and shipping services to the United States Library of Congress Office, American Embassy, New Delhi, India. This consists of fumigation of lift vans, packing of cartons into lift vans, loading, unloading, forwarding, freight handling, cargo storage as needed, customs clearance, and other related services that apply to shipments originating from within the geographic area(s) of New Delhi, India.

All packing services are to be provided at the Library of Congress office, presently located at the American Center Building, 24 Kasturba Gandhi Marg, New Delhi 110001. This address is subject to change if the US Government decides to re-locate the LOC office elsewhere. The new location would still be inside New Delhi, or the NCR.

The contractor shall arrange with a carrier (see FAR 52.247-64) to ship the containers containing the packed lift vans to Hilldrup Companies, 4022 Jefferson Davis Highway, Stafford VA 22554 U.S.A. (Port of Discharge, Baltimore, Maryland, U.S.A.) by ocean freight.

The contractor shall provide services for the United States Library of Congress, American Embassy in New Delhi, India, as described below. This consists of making of lift vans, packing cartons of library materials into lift vans, transportation to Inland Container Depot, Superintendent of Customs, containerizing the lift vans, oversight of sealing containers and duties related to completion of customs forms and procedures, ocean shipment (including inland haulage of containers to port city) to Baltimore, MD, USA by authorized recognized shipping company on US Flag carrier.

The contractor shall furnish all managerial, administrative, direct labor personnel, materials and transportation that are necessary to accomplish all required work. Contractor employees shall be on site only for performance of contractual duties and not for other purposes. Performance requirements for required work are described below.

STORAGE AT CONTRACTOR'S WAREHOUSE:

If there is a storage problem at LOC, or the ICDs are unable to accept the shipments for export due to their own problems, the contractor shall transport the lift vans from Library of Congress, presently located at the American Center Building, 24 Kasturba Gandhi Marg, New Delhi 110001 after sealing by Embassy authorities and store in their warehouse under safe methods before transporting them to the International Container Depot(s).

2. DEFINITIONS.

"Article" means one item, piece, or package and contents thereof received by the contractor as listed on the packing list. It can be professional books, library materials, papers included in a shipment.

"Calendar Day" means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"Cargo" means any items consigned to the contractor under this contract for outbound shipment consisting of U.S. Government-owned library materials or library materials owned by participants in the Library of Congress Cooperative Acquisitions Program.

"Carton" means packed corrugated cardboard book boxes of varying sizes used for library materials that are placed into lift vans. Most cartons measure 18 inches x 12 inches x 9 inches and 18 inches x 12 inches x 4.5 inches.

"Client" means Library of Congress – American Embassy, New Delhi, India, for whom the required services are to be rendered.

"Container" means a 20' container used to store and transport lift vans from New Delhi to Baltimore, USA. One container shall hold 15 lift vans. Co-sharing of the container with other clients of the contractor is strictly prohibited.

"COR" means the Contracting Officer's Representative.

"Cube" means the cubic measure of space occupied by a given article after it has been packaged for shipment.

"CWC" means Central Warehousing Corporation located at all the three ICDs

Dispatch means the shipping of library materials and the related documentation via lift van.

"Government" means the Government of the United States of America, unless specifically stated otherwise.

"Gross Weight" means the weight of the packed lift van, including the articles packed therein and all materials used for wrapping, cushioning, banding, waterproofing, packaging, blocking and bracing the container.

"ICD" means Inland Container Depots at either Dadri, or Patparganj, or Tughlakabad.

“Library Materials” means items are acquired by the Library of Congress Office in New Delhi for the Library of Congress and participants of the Library’s Cooperative Acquisitions Program and packed into to cartons for dispatch to the U.S.

“Lift van” means a strong aluminum lined wooden crate in which cartons are packed. These Lift vans packed into containers for shipment.

“LOC” means Library of Congress.

"Net Weight" means the gross weight of a shipment less its tare weight.

"Ordering Officer" means the Contracting Officer at post.

"Packing" means the activities required to properly place and stow the carton in a lift van of sufficient size and constructed in accordance with post specifications; includes obtaining customs clearances and required documentation for shipment, via surface.

"Packaging" means application or use of protective measures, including appropriate protective wrappings, cushioning and interior containers.

“Packing List” means detailed inventory of lift van contents.

"Services" means the services performed, workmanship, and material furnished or used in the performance of the services.

"Tare Weight" means the weight of an empty shipping container, excluding all materials used for wrapping, cushioning, banding, waterproofing, packaging, blocking and bracing articles within the exterior container.

Packing Services: This includes labor provided for the making of lift van; loading/unloading of cardboard cartons containing library materials into lift vans; sealing of lift vans at the LOC premises; and forwarding the lift vans from office to Customs at ICD Patparganj/Tughlakabad/Dadri either directly or via the contractor’s warehouse; carrying out customs formalities at the ICDs; and for onward ocean freight shipment to Baltimore, MD, via US Flag Carrier.

3. GENERAL REQUIREMENTS.

Packing of library materials for the Library of Congress and participants of the Cooperative Program for transportation to the U.S.A. is a highly specialized function. The measure of performance shall be the condition of packed articles upon arrival at their destination. The contractor must appreciate the importance of U.S. Government and its property and always take the greatest care in handling and packing such articles.

4. PACKING SPECIFICATIONS AND RESPONSIBILITIES.

Labor employed to perform services under this contract shall be experienced and competent in the performance of such services. Those employees who perform services at the Library of Congress Office shall be neatly attired and identifying them as employees of the contractor.

The contractor agrees to provide complete services for packing, crating, weighing, and marking of official Government shipments of library materials for shipment within and from India. Such services will be performed on goods located within the LOC premises.

The contractor shall provide all necessary packing and crating material required by this specification and standard industry practice for the services under this contract.

The COR will coordinate the scheduling of shipments with the contractor and the American Embassy and arrive at a mutually convenient date. The contractor shall be notified at least seven (7) working days in advance of scheduled packing at the LOC premises. The Library of Congress will reconfirm dates and time to the contractor as to when it will supply the contractor with appropriate authorizations from Indian Customs Delhi authorities, which will be at least three (3) working days in advance of scheduled packing at the LOC premises.

The contractor shall transport packing materials and lift vans to the LOC premises ready to perform the services required on the date and at the same time mutually agreed upon. Any services performed outside of normal business hours as may be agreed upon between the parties to this contract shall be for the mutual convenience of the contracting parties and shall create no liability on the part of the Government for overtime or premium pay charges.

The contractor agrees to provide export packing and related services using the best commercial practices to insure a shipment of the least tare weight and smallest cubic measurement compatible with assurance of transportation to destinations without damage or pilferage to containers or contents. Export packing shall include, but shall not be limited to, the following actions by the Contractor:

Construction of lift vans. Lift vans used for export of library materials from the Library of Congress Office must measure 143 x 103 x 115 cm and be soundly constructed of waterproof plywood, lined with waterproof barrier and reinforced. Lift vans must be made of 6-mm. thick new plywood with a layer of heavy-gauge polythene sheet on all interior sides of lift vans. Lift vans should be able to withstand exposure to inclement weather, salt water, salt atmosphere, and possible violent external forces incident to ocean and /or inland transportation and rough handling. Caulking compound must be used when wooden container panels are assembled to insure watertight joints. Generally each lift van shall contain 30-35 cartons of library materials.

The contractor shall be responsible for assembly of lift vans to make them ready for LOC shipments.

Packed lift vans shall be securely wrapped with metal bands.

All lift vans shall be protected from water damage resulting from rain, humidity or dampness, with the following constituting minimal acceptable protective efforts:

- (a) Wooden lift vans shall be lined with waterproof barrier.
- (b) If open vehicles are used to transport lift vans, a weatherproof tarpaulin large enough to fully cover the cargo shall be used as appropriate.

Library of Congress Office shall provide a copy of the waiver letter from Reserve Bank of India authorizing Export of Books to United States out of US Government funds.

A separate Letter of Authorization shall be provided by the US Embassy for submitting the documents with the customs authorities for exportation of books will be provided to the contractor in advance of every shipment.

- Waterproofing. All lift vans shall be protected from water damage resulting from rain, humidity or dampness, with the following, constituting minimal acceptable protective efforts: (a) lift vans shall be lined with waterproof barrier; (b) if open vehicles are used to transport lift vans, a weatherproof tarpaulin large enough to fully cover the cargo shall be used as appropriate.
- The Contractor shall crate cartons containing library materials in the lift vans. The Contractor shall place them in the lift vans so as to prevent damage or shifting while in transit.
- The Contractor shall label all lift vans in accordance with Library of Congress standards that follow general shipping/cargo practices.
- The Contractor shall apply tightly and securely adequate steel banding to all lift vans and containers and to the outside of other appropriate containers that may be used for shipments.

Effective September 16,2005 all solid wood packing material (SWPM) entering the United States must be either heat treated or fumigated with methyl bromide, in accordance with the Guidelines on 7 CFR 319.40 and marked with an approved international mark certifying treatment (See Attachment 4). This change will affect all wood packaging material in connect with importing goods into the United States. Heat treatment is preferred. Similar importation restricts are being implemented in other countries. For a complete list of affected countries with similar wood importation restrictions and the effective date of the restrictions, visit the USDA website. Because similar wood restricts are already in place in the European Union, shipments destined or transiting through our storage facility in ELSO Antwerp should also be heat treated or fumigated with methyl bromide. If the fumigation method is chosen post needs

to take precautions to ensure only the wood products are fumigated. Do not, repeat do not fumigate a crate or container with personal effects inside.

5. INVENTORY SYSTEM: PREPARATION OF PACKING LIST.

TO BE PREPARED BY LIBRARY OF CONGRESS. SEE PARAGRAPH 11.

6. FREIGHT HANDLING.

The contractor shall act on behalf of the Government on any selected outgoing Government cargo that may be assigned to the contractor under this contract. To the extent indicated in FAR 52.247-22 (see “ADDENDUM TO CONTRACT CLAUSES”), except when loss and/or damage arises out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall assume full liability for any and all goods lost and/or damaged in the movement covered by this contract, from the time such cargo is received into the hands of the contractor until it is released into the custody of the Government as evidenced by a signed receipt. The contractor further agrees that in any instance involving loss or damage to the Government cargo, where the contractor fails to exercise reasonable diligence, the contractor shall assume full responsibility for such losses or damage including payment of claims for such losses or damage.

No separate inland transportation and inland haulage charges are payable. The packing charges under this contract shall include all inland transportation and haulage, customs clearance, service charges and any other expenditure associated to the import/export formalities of the shipments. This includes Transportation cost between LOC to the ICDs, or between the LOC to the Packer’s warehouses and Packer’s warehouses to ICD.

The Contractor shall pick up from the Government in the city of **New Delhi**, in time to insure delivery to ICD facilities within **48** hours of the request for pickup and subject to availability of containers and shipping space. All shipments are to be delivered same day or next day after loading at ICD at no additional charge to the government. The Contractor shall not place cargo in any warehouse at Government expense without prior approval of the COR.

The Contractor shall obtain the copies of the Bill of Lading from the carrier as well as fumigation certificate and importer security filing (ISF) form and deliver it to the Government for onward transmittal to the consignee. The Government shall stamp the following 41 CFR 102 provision on these copies:

TERMS AND CONDITIONS. It is mutually agreed and understood between the United States and carriers, including forwarders, who are parties to this bill of lading that:

This bill of lading is governed by the regulations relating thereto as published in Title 41, Part 102-117.65, of the

Code of Federal Regulations Except as provided in 41 CFR 101 or as otherwise stated hereon, this bill of lading is also subject to the same rules and conditions as govern commercial shipments made on the usual forms provided therefore by the carrier. All parties to this bill of lading (carriers, agents, freight forwarders, and others), recognizing that this shipment is made under the auspices of the United States Government, agree to forgo any liens that may arise from any cause whatsoever and not to detain or impound this shipment for any reason. Carrier shall in no way demand prepayment of charges nor make any collection of charges at time of delivery. Interest shall accrue from the voucher payment date on overcharges made hereunder and shall be paid at the same rate in effect on that date as published by the Secretary of the Treasury pursuant to the Debt Collection Act of 1982.”

The contractor shall act on behalf of the Government on any selected outgoing Government cargo that may be assigned to the contractor under this contract, including the effecting of necessary transport of Government cargo within India. The contractor accepts full responsibility for any and all losses and/or damage, from the time such cargo is received into the hands of the contractor until it is released into the custody of the Government as evidenced by a signed receipt. The contractor further agrees that in any instance involving loss or damage to the Government cargo, where the contractor fails to exercise reasonable diligence, the contractor shall assume full responsibility for such losses or damage including payment of claims for such losses or damage. ALL SHIPMENTS ARE TO BE DELIVERED SAME DAY OR NEXT DAY AFTER LOADING AT ICD AT NO ADDITIONAL CHARGE TO THE GOVERNMENT.

The Contractor shall not place cargo in any warehouse at Government expense without prior approval of the COR.

7. CONTRACTOR RESPONSIBILITIES.

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 packing 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 LOC premises and cartons are being loaded into lift vans or other shipping containers.

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.

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.

The contractor's employees shall not at any time:

- (a) Smoke inside the LOC premises
- (b) Arrive at the LOC premises 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.

8. SCHEDULING AND PLANNING SHIPMENT PICKUPS.

The COR will coordinate the scheduling of shipments with the contractor and the American Embassy and arrive at a mutually convenient date. The contractor shall be notified at least seven (7) working days in advance of scheduled packing at the LOC premises. The Library of Congress will reconfirm dates and time with the contractor when it will supply the contractor with appropriate authorizations from Indian Customs Delhi authorities, which will be at least three (3) working days in advance of scheduled packing at the LOC premises.

9. DURATION OF PACKING.

The contractor shall perform all packing and/or pickup of cargo on the date beginning and at the time agreed upon between the contractor and the Library of Congress. All services performed shall be performed on normal workdays between the hours of 08:30 a.m. and 4:30 p.m. This agreement shall create no liability on the part of the Government for overtime or premium pay or other charges to be paid to the Contractor's employees. If the packing and/or pickup crews will arrive more than two hours later than the scheduled time agreed upon, the contractor shall notify both the client and the COR in advance. Authorization for any changes in date and time must be authorized by the COR.

10. WEIGHT

Tare Weight Limitation. The tare weight shall not exceed 45% of the net weight of the articles packed. If it appears that the 45% limitation will be exceeded, the contractor shall obtain advance approval of the COR before proceeding with the packing. The tare weight and cube of each shipment shall be the minimum that will afford adequate protection to the items being packed. Contractor shall weigh containers before packing in order to calculate net weight.

Shipping Weight. The contractor will be advised in writing by the COR as to the maximum weight allowance to be shipped and/or stored. The contractor shall not exceed these weights without the COR's consent. If the shipment portion exceeds the maximum authorized weight, the COR must be informed. The contractor shall remove items specified by the COR at no additional cost to the Government. If a shipment is forwarded which exceeds the maximum weight designated in writing by the COR, the contractor shall be responsible for all costs on that portion of the shipment which exceeds the maximum weight designated.

11. RECORD KEEPING REQUIREMENTS.

Packing Lists. The Library of Congress shall prepare a complete, accurate and legible Packing List. As the cartons of library materials are packed into the lift vans, the Library of Congress and the contractor will ensure completeness and accuracy of the Packing List. The original will be retained by the contractor; one copy shall be given to the client or the client's agent; and the remaining copies shall be forwarded to the COR immediately after the packing is completed. The Packing List must be signed by the Library of Congress and the contractor's Team Leader, both certifying to the correctness of the Packing List.

The Packing List shall show the number of cartons, date of shipment; lot number; name of contractor; container (lift van); and, an explanation of the condition symbols used. When there are two or more shipments, each shipment shall have a separate packing list.

The packing list shall also indicate by number which cartons are loaded into the respective shipping containers/lift vans.

12. CONTRACTOR RESPONSIBILITIES FOR U.S. GOVERNMENT FURNISHED MATERIALS.

Packing Material. U.S. Government furnished packing materials (see Attachment 3) is for use in packing shipments only for the U.S. Government under this contract. The contractor shall be held accountable for all supplies, and supplies not used in the course of a packing job must be returned to storage as the COR directs. The Government may deduct from contractor invoices the cost of all Government furnished materials drawn but not used or returned.

Stock Levels. If the COR elects to allow the contractor to draw and retain stocks of Government furnished packing materials, the contractor shall maintain records of receipt and issue of such materials, and shall advise the COR when the supply of packing material and cartons reaches a low level, based upon the projected shipping schedule. The Contractor shall notify the COR of low stock levels 30 days in advance of a delivery schedule to allow for delivery of additional materials.

Crates and Containers/Lift Vans. The Contractor shall mark and report to the COR any Government owned wooden crates, lift vans, or freight containers that are unsuitable for reuse. The contractor shall dispose of these items as instructed by the COR.

13. STORAGE AREA REQUIREMENTS.

All temporary storage provided, shall be inside storage buildings and areas that are acceptable to and approved by the COR.

In areas assigned for storage of the lift vans, the Contractor shall prevent pilferage or damage by sunlight, water, or fire. Lift vans 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.

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

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

Lift vans 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 lift vans in contact with exterior or interior walls.

14. REQUIREMENTS FOR STORAGE METHODS

The Contractor shall place lift vans into temporary storage inside a warehouse on the day of receipt or, in the event of inclement weather, immediately upon receipt.

Lift vans shall have sound walls and tops and shall be fully enclosed to prevent the entry of dust and other contaminants. The Contractor shall identify all pallet boxes and other boxes and storage containers by affixing to the front of each lift van or container a sign at least 24 centimeters by 15 centimeters in size, type set on poster board material, not hand printed, with the following legend:

Library of Congress
American Embassy – New Delhi, India
(Shipper's last name)
(lot number)

All letters on each sign described above shall be at least 5 centimeters in height.

The Contractor shall establish and maintain a locator system to enable prompt identification and removal of lift vans in storage.

15. WAREHOUSE RECEIPT.

Upon receipt of lift vans for storage, the contractor shall prepare a Non-Negotiable Warehouse Receipt. The terms shall be subject to approval by the COR, indicating the American post as the depositor. If the Warehouse Receipt contains provisions that differ from items in this contract, or that are not contained in this contract, these provisions in the Warehouse Receipt shall have no effect against the United States Government unless the United States Government specifically, in writing, approved each provision at the time the receipt was drafted.

The Warehouse Receipt shall also indicate the name of the Library of Congress the number of the authorization, the net weight of the storage lot, the number of items deposited, the kind of items and the condition in which they are received. The Contractor shall mail the original of the Warehouse Receipt to the COR with of the pickup of the storage at the Government facility. If access and segregation and/or partial removal are performed, the Contractor shall prepare a new Non-Negotiable Warehouse Receipt and submit it as directed above.

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

- (a) 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 insects, and in orderly condition at all times.
- (b) Each building used for storage under this contract shall have as the minimum standard for qualification either:
 - (1) an acceptable automatic fire detection and reporting system, or an acceptable automatic sprinkler system; or
 - (2) 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 that 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.

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

16. NOTIFICATION OF COMPLETION OF SERVICES.

As soon as the required services for outgoing cargo shipments are completed, the contractor shall notify the COR and provide the following information:

- a. Name of Government Agency – *Library of Congress*.
- b. Government Agency Packing Authorization Number
- c. Ultimate destination of shipment
- d. Date of pickup, number of pieces and gross weight of shipment.
- e. Bill of Lading number assigned to the shipment.

The contractor shall obtain a proper receipt from the carrier or its agent at the time the baggage is delivered to the carrier by the contractor.

Upon completion of each assigned packing effort, the contractor shall provide to the COR a Notice of Availability for Shipment. On this Notice, the contractor shall report the identity of each completed export packing effort. The contractor shall confirm each such notification by submitting to the COR, within twenty-four hours, four copies of the Inventory List, together with a written request for shipping instructions containing the following information:

- (a) Name of Government Agency – *Library of Congress*.
- (b) Government Agency Packing Authorization Number
- (c) Ultimate destination of shipment
- (d) One copy of the export inventory properly prepared.
- (e) Packing list itemizing the contents of each shipping container by inventory number; Net, Tare and Gross weight; and a cubic measurement of each shipping container and of total shipment.

Upon receipt of the above information, the COR will furnish to the contractor, in writing:

- any additional shipment marking information; and the necessary shipping data.

The Government shall stamp the following 41 CFR 102 provision on the copies of the carriers' Bill of Lading delivered by the contractor:

TERMS AND CONDITIONS. It is mutually agreed and understood between the United States and carriers, including forwarders, who are parties to this bill of lading that:

This bill of lading is governed by the regulations relating thereto as published in Title 41, Part 102-117.65, of the Code of Federal Regulations Except as provided in 41 CFR 101 or as otherwise stated hereon, this bill of lading is also subject to the same rules and conditions as govern commercial shipments made on the usual forms provided therefore by the carrier. All parties to this bill of lading (carriers, agents, freight forwarders, and others), recognizing that this shipment is made under the auspices of the United States Government, agree to forgo any liens that may arise from any cause whatsoever and not to detain or impound this shipment for any reason. Carrier shall in no way demand prepayment of charges nor make any collection of charges at time of delivery. Interest shall accrue from the voucher payment date on overcharges made hereunder and shall be paid at the same rate in effect on that date as published by the Secretary of the Treasury pursuant to the Debt Collection Act of 1982.

17. REQUIREMENTS FOR THE DELIVERY AND UNPACKING OF HOUSEHOLD EFFECTS, UNACCOMPANIED AIR BAGGAGE (UAB) AND GENERAL CARGO.

RESERVED

18. VEHICLES.

The contractor shall provide all vehicles necessary for the performance of this contract. The contractor shall provide all fuel and lubricants for the vehicles. The contractor shall provide the necessary vehicles of appropriate size (2.5 tons or more) for local transportation of shipments. 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 from the residence to the appropriate staging area. If the contractor encounters mechanical difficulties that 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.

19. COMPUTATION OF WEIGHTS.

Gross Weight - see "Definitions," Paragraph 2.

Net Weight - See "Definitions," Paragraph 2.

Gross Weight is calculated by adding the Net Weight of the contents of the lift van to the weight of the lift van. The COR shall provide a scale to be used for determination of shipment weights. The scale must be officially certified by the Delhi Government as accurate and must continually display documentation in testimony thereof. All official certificates of accuracy must be periodically updated and recertified to ensure there is no lapse of certification.

The COR or an appointed representative shall be present at the scale site when any shipment weight is taken to witness the accuracy of the reading. The contractor shall submit to the COR with each invoice a weight certificate and the name of any LOC employee who witnessed the weight reading.

When the Net Weight of a shipment has not been determined by actual measurement before shipment occurs, for payment purposes the Net Weight shall be defined as two thirds of the Gross Weight of the shipment. With the invoice for each shipment, the contractor shall submit a written justification describing why the shipment could not be weighed before it was shipped.

20. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QAS).

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	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all shipping and packing services set forth in the scope of work.	1. thru 19.	All required services are performed and no more than one (1) customer complaint is received per 60 days Contents of cartons and lift vans must reach their destination without damage

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) [Note to Contracting Officer: insert other number if desired] customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items, if any of the services exceed the standard.

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.

ATTACHMENT 2 PACKING SPECIFICATIONS

1. CONTAINER SPECIFICATION:

- (a) Containers to be used for export shipments of effects under this contract must be soundly constructed of waterproof plywood, lined with a waterproof barrier, and reinforced with an inside framework. Wooden containers must be heat treated or fumigated based on the requirements of the destination country. **Effective September 16,2005 all solid wood packing material (SWPM) entering the United States must be either heat treated or fumigated with methyl bromide, in accordance with the Guidelines on 7 CFR 319.40 and marked with an approved international mark certifying treatment (See Attachment 4). This change will affect all wood packaging material in connect with importing goods into the United States. Heat treatment is preferred. Similar importation restricts are being implemented in other countries. For a complete list of affected countries with similar wood importation restrictions and the effective date of the restrictions, visit the USDA website. Because similar wood restricts are already in place in the European Union, shipments destined or transiting through our storage facility in ELSO Antwerp should also be heat treated or fumigated with methyl bromide. If the fumigation method is chosen post needs to take precautions to ensure only the wood products are fumigated. Do not, repeat do not fumigate a crate or container with personal effects inside.]** Containers shall be designed to eliminate damage to the effect from exposure to inclement weather, salt water, salt atmosphere, and possible violent external forces incident to ocean and/or inland transportation and rough handling, so as to insure safe and undamaged arrival of the effects at the destination. The top of the container shall have metal roofing for shipments transiting areas of heavy rain or snowfall. Caulking compound must be used when wooden container panels are assembled to insure watertight joints.
- (b) When container shipping services are available, the containers shall be shipped and stowed inside the ship's containers; therefore, the containers shall be of the cubic measurements designed to take maximum advantage of the inside measurements of the ship's containers.

3 2. PROTECTION AGAINST INSECTS

Many different types of insects can damage the cargo. The contractor shall take measures to prevent such damage, with the following constituting the minimum acceptable measures:

- (a) Carefully inspect cargo contents susceptible to insect damage before packaging and packing. If infestation is present, the contractor shall advise both the client and the COR, and note this on the Inventory List.

3. WATERPROOFING

Protect cargo from water damage resulting from rain, humidity or dampness.

- (a) Line wooden crates or lift vans shall be lined with heavy-gauge polythene sheet.
- (b) If open vehicles are used to transport a shipment, use a weatherproof tarpaulin large enough to fully cover the cargo.

4 4. LABELING OF BOXES AND CARTONS

- (a) Mark every box clearly with indelible marker pen or paint to assist in location and identification. When a shipment is delivered to an incorrect address due to incorrect marking by the contractor, the shipment shall be forwarded with the least possible delay to the correct location by a mode of transportation selected by the COR. The contractor shall be held liable for all additional costs incurred by the Government due to incorrect marking by the contractor, including charges for preparation, drayage, and transportation.
- (b) Sequentially number and identify the contents of all cartons by means of indelible markings on the exterior of each box. Such markings may be handwritten, as long as they are legible.
- (c) *Clearly mark all cartons on the sides and top to show which end should be up.*

5. PACKING ARTICLES INTO WOODEN LIFT VANS

- (a) After articles have been wrapped and packed in cartons, the Contractor shall load them on to the contractor's vehicle for transport to ICD or the contractor's warehouse. Under the supervision of the COR, the Contractor shall pack all the articles into wooden lift vans.
- (b) The contractor shall assemble lift vans to make them ready to receive a shipment.

- (c) *Pack articles into lift vans or modular containers in such a manner as to minimize the possibility of damage from shifting of the contents within the lift van.*
 - (1) *Do not over pack cartons. Packed cartons with bowed sides or split seams are unacceptable. Lift vans with evidence of over packing are also unacceptable. In either case, the contractor shall repack the articles in a suitable manner without additional cost to the Government.*
- (d) *If the workday ends before packing is completed, before the packers finish, the Contractor shall place the cartons in a secure storage area at the work site if the COR so directs. Pack the cartons into lift vans on the next workday.*
- (e) *Securely wrap the packed lift vans with metal bands.*

ATTACHMENT 3

GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the contractor as "Government furnished property" for performance under the contract:

1. Cardboard Boxes/Cartons
2. Publications to be shipped
3. Electricity, water and lighting to perform the tasks described in this solicitation.
4. Weighing Scale for measuring the weight of packed cartons only.

ATTACHMENT 4

Wood Packaging Material (WPM) Regulation

Background:

APHIS revised the import regulations for WPM to be consistent with the International Plant Protection Convention standard ISPM #15. The regulation restricts the importation of many types of wooden packaging materials such as pallets, crates, boxes, and dunnage. The revised WPM regulation is effective **September 16, 2005**. The regulation requires WPM in use in international trade to be treated. The approved treatments are 1) heat treatment to a minimum wood core temperature of 56°C for a minimum of 30 minutes or 2) fumigation with methyl bromide. The term “solid wood packing material” used in previous USDA import regulations has been changed to “wood packaging material” to be consistent with ISPM #15.

WPM must be marked with the IPPC logo and the two-letter ISO code for the country that treated the WPM. The marking must also include the unique number assigned by the national plant protection organization to the company responsible for ensuring the WPM was properly treated, and either the abbreviation HT (heat treatment) or MB (methyl bromide). Paper certification (treatment certificates) will not be required.

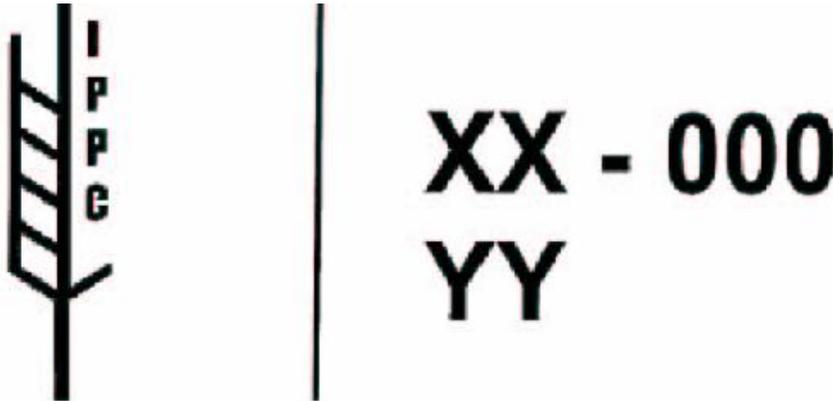
Methyl Bromide (MB) fumigation for wood packaging material:

The wood packaging material should be fumigated with methyl bromide. The treatment is indicated by the mark MB. The minimum standard for methyl bromide fumigation treatment for wood packaging material is as follows:

Temperature	Dosage Rate	Minimum Concentration (g/m) at:			
		0.5 hrs.	2 hrs.	4 hrs.	16 hrs.
21 degree C	48	36	24	17	14
16 degree C	56	42	28	20	17
11 degree C	64	48	32	22	19

The minimum temperature should not be less than 10 degree Celsius and the minimum exposure time should be 16 hours.

Example of the WPM mark:



XX represents the ISO country code.

000 represents the unique number assigned by the national plant protection organization.

YY represents either HT for heat treatment or MB for methyl bromide fumigation.

National Plant Protection Organizations (NPPOs), producers or suppliers may at their discretion add control numbers or other information used for identifying specific lots. Other information may also be included provided it is not confusing, misleading or deceptive.

Markings should be:

- according to the model shown here
- legible
- permanent and not transferable
- placed in a visible location, preferably on at least two opposite sides of the article being certified.

The use of red or orange should be avoided since these colors are used in the labeling of dangerous goods.

Recycled, remanufactured or repaired wood packaging material should be re-certified and re-marked. All components of such material should have been treated.

Exemptions:

WPM made entirely of manufactured wood material (e.g. particle board, plywood, oriented strand board) and wine and whiskey barrels, or WPM made entirely of thin pieces of wood, (6mm thickness or less) is exempted from the treatment and marking requirements. WPM made of Canadian origin wood is also exempted from the treatment/marketing requirements (7CFR 319.40-3). Since determining wood origin will be very difficult and Canada is implementing ISPM #15 requirements, WPM arriving from

Canada will be allowed to enter the U.S. without the IPPC mark. WPM from Canada will be inspected for pests.

Implementation Phases:

First Year of Implementation (From present – September 15, 2005)

The revised WPM regulation is effective September 16, 2005. During the 1 year implementation phase, WPM may be imported if in compliance with either current import requirements **or** the international standard for WPM (ISPM#15).

A. Shipments imported from **China or Hong Kong must:**

- Be accompanied by an exporter's statement in the commercial invoice, bill of lading, or other similar document (including a paper or electronic manifest) stating that the shipment contains no WPM, **or**
- Be accompanied by a certificate signed by an official of the Chinese government or an approved Hong Kong fumigator stating that the wood was heat treated to a minimum of 71.1°C for 75 minutes or treated with T404 (methyl bromide or kiln dried) or its equivalent, **or**
- Have treated and marked WPM in compliance with ISPM #15.

WPM not in compliance with the above requirements must be destroyed or re-exported.

B. WPM imported from all countries **other than China or Hong Kong must be:**

1. Free of bark, **or**
2. Accompanied with documentation stating the WPM was treated with T404 (methyl bromide or kiln dried) or its equivalent, or heated to a minimum of 71.1°C for 75 minutes, **or**
3. Treated and marked in compliance with ISPM #15.

WPM not in compliance with the above requirements must be treated, destroyed or re-exported.

Full Implementation–Importations after September 15, 2005

All WPM must be treated and marked in accordance with the regulation 7CFR 319.40-3(b), excluding WPM exempted by the regulation. WPM imported after September 15, 2005 without the IPPC mark must be re-exported. Treatment or destruction will not be permitted. Unmarked WPM may be separated from the commodity being imported, if the inspector determines separation can be done without pest escape. A user fee will be assessed for supervising the separation of the WPM from the cargo. Treatment will be allowed if hitchhiking (non-wood) pests are intercepted with IPPC marked WPM.

SECTION 2 CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010), 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 (AUG 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)

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

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

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

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

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (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).

- __ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).
- __ (9) 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).
- __ (10) [Reserved]
- __ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- __ (ii) Alternate I (Oct 1995) of 52.219-6.
- __ (iii) Alternate II (Mar 2004) of 52.219-6.
- __ (12)(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.
- __ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- __ (14)(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.
- __ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- __ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (17)(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.
- __ (18) 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).
- __ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- __ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

- ___ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ___ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- ___ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- ___ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- ___ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- ___ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ___ (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (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.)
- X** (33)(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.)
- X** (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.)
- ___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (35)(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** (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (38)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.

- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- X** (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X** (40) 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).
- ___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X** (43) 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)).
- ___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- X** (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- ___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- X** (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

- ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

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

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds

\$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

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

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

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

(End of clause)

ADDENDUM TO CONTRACT CLAUSES

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/> or, <http://farsite.hill.af.mil/search.htm>

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

- 52.204-9 Personal Identification 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)
- 52.237-3 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 Undeliverable 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)
- 52.247-63 Preference for U.S.-Flag Air Carriers (JAN 1997)

52.248-1 Value Engineering (FEB 2000)

52.248-2

52.225-19 Contractor Personnel in a Designed Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008)

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 task 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 Section 1, clause 2.
- (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.
- (c) If mailed, a 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 Rs. 100,000, 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 Rs.500,000;
 - (2) Any order for a combination of items in excess of Rs.5,000,000 or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within *one 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 five years.

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

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

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

[Note to contracting officer: The use in this solicitation or contract of any DOSAR (CFR 48 Ch.6) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.]

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 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.

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*.

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

All work shall be performed during 0830 to 1700 hours 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:

<u>HOLIDAY</u>	<u>TYPE</u>
New Year's Day	American
Martin Luther King's B'day	American
Presidents' Day	American
Holi	Indian
Ram Navami	Indian
Good Friday	Indian

Memorial Day	American
Independence Day	American
Raksha Bandhan	Indian
Independence Day	Indian
Janmashtami	Indian
Labor Day	American
Mahatma Gandhi's Birthday	Indian
Columbus Day	American
Diwali	Indian
Guru Nanak's Birthday	Indian
Veterans' Day	American
Idu'l Fitr	Indian
Thanksgiving Day	American
Christmas Day	American

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 *the Library of Congress Field Director*

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

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

of Israel, are prohibited activities under the Export Administration Act:

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

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

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

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

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

652.228-71 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)--SERVICES (JUN 2006)

(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.

(b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier for covered contractor employees, unless the Contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award, if applicable.

(c) The current rate under the Department of State contract is \$4.00 per \$100.00 of employee compensation for services.

(d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly.

(f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(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).
- (4) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

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

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

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

SECTION 3 SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

- A. Summary of instructions. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
 - (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
 - (3) List of clients, 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).
 - (6) Description of vehicles to be used for the transport of shipments.
 - (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.
- A.3. If required by the solicitation, provide either:
- (a) a copy of the Certificate of Insurance, or
 - (b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

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

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

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

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

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network "search engine" (e.g., 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>
52.204-6	CONTRACTOR IDENTIFICATION NUMBER -- DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

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

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Management Officer** at telephone number 24198000 or fax number 24190073. 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.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

652.228-74 DEFENSE BASE ACT INSURANCE RATES – LIMITATION (JUNE 2006)
(DEVIATION) - RESERVED

SECTION 4 - EVALUATION FACTORS

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

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

(b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

(c) Price Evaluation. 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 reserves the right to reject proposals that are unreasonably low or high in price.

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

- 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:

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

SECTION 5- OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.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, 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.

“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 at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

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

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

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

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

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

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

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
----------------------	--------------------------

[List as necessary]

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

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.*
(Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

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

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *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)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) 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) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C.

7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

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

(4) *Type of organization*.

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

(5) *Common parent*.

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

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

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

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

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

- (i) It is not an inverted domestic corporation; and
 - (ii) It is not a subsidiary of an inverted domestic corporation.
- (o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror 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 of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

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

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

(End of provision)

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

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.

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

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

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> 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 <i>are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
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(b) The contracting officer has determined that for performance in the country of **India**.

- 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) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)