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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER **SIN65016Q0097**
PRICES, BLOCK 23

Scope of Services

The contractor shall provide professional services towards maintaining and cleaning of the community swimming pool located at the Enclave Compound of American Embassy, New Delhi, India in accordance with the scope of work set forth herein.

The contract will be for a one-year period from the date of the contract award, with two one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

The prices listed below shall include all labor, materials, overhead, profit, and transportation necessary to deliver the required items to the [X] American Embassy, New Delhi, India.

All prices are in ***INR [Indian Rupee]***

PRICING

II.1 Base Year services – Starting from the date mentioned in the notice to proceed and continuing for a period of 12 months.

Contract Line item No. (CLIN)	Supplies / Services	Quantity	Unit	Unit Price	Total Estimated Amount in Rs.
1.0	Comprehensive AMC for Swimming Pool at ACSA in accordance with the statement of work in Section 1.	12	Months		
TOTAL					
VAT (if applicable)					
Grand Total for base year					

II.2 Option Year one Prices

Option Year One Services – Starting immediately after the end of the base year and continuing for a period of 12 months

Contract Line item No. (CLIN)	Supplies / Services	Quantity	Unit	Unit Price	Total Estimated Amount in Rs.
1.0	Comprehensive AMC for Swimming Pool at ACSA in accordance with the statement of work in Section 1.	12	Months		

TOTAL	
VAT (if applicable)	
Grand Total for option year one	

II.3 Option Year two Prices

Option Year One Services – Starting immediately after the end of the option year one and continuing for a period of 12 months

Contract Line item No. (CLIN)	Supplies / Services	Quantity	Unit	Unit Price	Total Estimated Amount in Rs.
1.0	Comprehensive AMC for Swimming Pool at ACSA in accordance with the statement of work in Section 1.	12	Months		
TOTAL					
VAT (if applicable)					
Grand Total for option year two					

* The US Embassy is exempt from payment of all service taxes & Excise duty. Exemption certificate shall be issued if requested by the vendor/contractor.

GRAND TOTAL

Base Year:

Rs. _____
First Option Year:

Rs. _____
Second Option Year:

Rs. _____

Total for all three years

Rs. _____

III. VALUE ADDED TAX

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

CONTINUATION TO SF-1449,
RFQ NUMBER **SIN65016Q0097**
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1 . 0

BRIEF DESCRIPTION OF WORK:

U.S. Embassy, New Delhi has requirements for hiring professional services towards maintaining and cleaning of the community swimming pool located at the Enclave Compound of American Embassy, New Delhi.

2 . 1

DETAILS OF THE SYSTEM

The community pool is used by the entire American community and is a commercial pool. Footfall on the pool during peak summer season and during weekends reaches 200+ persons. The total water storage capacity of the pool is around 5 Lakh liters and has dimension as Length- 25 meters, Width- 12.6 meters, Depth 2.6 meters (deep end side) and 1 meter (shallow end side). The pool is presently treated for bacteria and algae growth by dosing Nissan make power choline and is being manually dosed in the pool balancing tank

In addition to this there is a baby pool used by the kids. The dimensions are Length – 4.7 meters, Width-4.7 meters and Depth- 0.61 meters. Powder chlorine in the required amount is manually directly dosed inside this pool.

The main pool has a filtration system comprising of paper filtration system. There are 6 vertical vessels of paper filters which filter water on 24x7 basis. These filters are of make Pentair having Unicel make of filter cartridges installed in them. The paper filtration system has the capacity of eliminating suspended dust particles up to 5 microns. The water is being circulated by means of water boosting pumps of capacity 15 HP X2 nos. out of which one runs and other is standby.

The baby pool comprises of a sand filtration system in a separate setup. The water is circulated in this pool by means of a pumping system of capacity 2 H.P. The baby pool is drained on daily basis after closer and fresh water is added for next day usage.

The hours of operation for public usage of the pool are as below.

Wednesday to Monday - 06:00 AM to 08:00 PM
Tuesdays- 12:00 Noon to 08:00 PM

3 . 1

DETAILED STATEMENT OF WORKS

The contractor shall provide all necessary managerial and direct labor personal, as well as

all transportation, equipment, tools, supplies and materials required to maintain and clean the swimming pool in accordance with this statement of work. Under this contract the contractor shall provide:

The contractor shall have specialization and at least five years of experience in managing commercial swimming pool systems and maintaining pool water chemistry.

The contractor is encouraged to collect water sample of the location for testing and analyses at its end prior to providing with offer and proposal related to pool water treatment and cleaning process.

The contractor shall supply the pool chemicals in a quarterly basis. The contractor's service shall include daily cleaning/vacuuming of the pool and dosing chlorine in the prescribed amount in order to maintain a healthy pool water chemistry safe for community use. Examination of the treatment system, adjustments to the parameters, repairs and maintenance of the installed filtration system and plant equipment, application of water treatment chemicals to maintain the quality of water at the required parameters, analyzing water samples and daily logs of chemical consumption and submission of test reports on daily basis to obtain signatures from the COR indicating acceptance of the same.

The treatment philosophy that will be proposed shall take care of bacteria and algae growth and other microbiological problems associated with the commercial swimming pool operations.

The contractor shall deploy skilled pool technicians/operators for the application of chemicals to maintain the quality of the water as specified. Use of lead or aluminum based chemicals are strictly prohibited. The contractor shall provide all test kits or apparatus for testing applications. The chemicals supplied by the contractor shall be eco-friendly and shall have minimum environmental impact.

The contractor shall be responsible to clean, upkeep, preventive maintenance, service and repairs of all filtration plant equipment and accessories installed for the purpose of swimming pool operation .

The contractor shall depute qualified service technicians and pool cleaning crew to apply and monitor the chemical applications on a daily basis from Monday through Sunday during office/on-office hours. This includes the daily cleaning and vacuuming of the pool after closures @ 20:00 hrs. The contractor shall maintain work schedules as approved by the USG. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the personal of the post. The contractor shall deliver standard services between (06:00) AM to (11:00) PM, Monday through Sunday.

In addition to the water treatment for the pool, the contractor shall provide proper pool cleaning equipment comprising of commercial type vacuum cleaners, brushes, nets etc. to be used during the pool cleaning and maintenance to his crew.

The contractor shall analyze the water samples on regular basis to ensure the required

parameters are within the specified limits. Regulate and adjust the dosing of chlorine and maintain a healthy pH level.

The contractor shall submit daily reports of the pool water chemistry and dosing done. He shall maintain a log sheet/register indicating the date and time of dosing with all the parameters duly entered.

The contractor shall certify that the chemical treatment offered with the proposed chemicals are compatible with the specifications. The contractor shall bear full responsibility to control bacteria, algae growth, other microbiological problems associated with the commercial pool operations system and other deleterious action to the system, which occurs as a result of the wrong application or use of improper water treatment procedures or chemicals. Any bacterial or microbiological growth found in the swimming pool will be counted as lack of proper chemical treatment/pool cleaning by the contractor, for which he shall be responsible for repairing all the damages done.

Any changes or substitution of the chemicals is not entertained without prior written approval from Facility Manager or through Contracting Officer for which substitution process shall be followed.

The contractor shall submit the manufacture's technical product data and material safety data sheet (MSDS) for the purposed chemicals to be used for the swimming pool operation and maintenance. Product data must contain all safe handling and storage instructions of the products. Contractor shall provide estimated yearly consumption of the chemicals to be used.

The contractor shall maintain complete records of the treatment program for the system in a hardbound manual at site. The contractor shall keep copies of the same for his own records.

4.1

POOL PARAMETERS AND WATER CHEMISTRY TO BE MAINTAINED

pH 7.2 to 7.8
Alkanity 80 to 120 ppm
TDS < 2000 ppm
Hardness 200 ppm to 400 ppm
ORP > 650 mv
Temperature 78 Deg F to 88 Deg F
LSI -0.5 to + 0.5
Free Chlorine 1to 3 ppm
Free Chlorine 1 ppm (for baby pool)

5.1

DAILY PROCEDURE TO BE FOLLOWED ON SWIMMING POOL

Washing of pool filters on daily basis
Cleaning of pot strainer
Dosing of chlorine in balancing tank
Vacuum of the main pool after closer on daily basis

6.1

ACCESS TO GOVERNMENT BUILDING AND STANDARD OF CONDUCT

6.1.1

General: The contractor shall designate a representative who shall supervise the contractor's technicians and to be contractor's liaison with the American Embassy. The contractor's employees shall be on the site only for contractual duties and not for any other business or purpose. Contractor employees shall have access to the equipment and equipment areas and will be escorted by the embassy personal.

6.1.2

The contractor shall provide the names, biographic data and other related details of the contractor personal who shall be used on this contract prior to their utilization. Embassy shall arrange for security clearances of the contractor technicians to be deployed at the embassy. Submission of the information shall be made within 5 days of award of the contract. No technician will be allowed on site without prior authorization.

6.1.3

Vehicles: Contractor vehicles will not be permitted inside the embassy compound without prior approval. If you need vehicle access please submit your vehicle information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This should be submitted to the Facility Manager at least (1) week prior to the visit.

6.1.4

US Government shall issue identity cards to contractor personal, after they are approved. Contractor personal shall display identity card(s) on their dress at all times while providing services under his contract. These identity cards are the property of the US Government. The contractor is responsible for their return at the end of the contract, when an employee leaves contractor service, or at the request of the Government.

7.1 STANDARDS OF CONDUCT

7.1.1

General: The contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each contractor shall adhere to standards of conduct that reflect credit on themselves, their employer and the

United States Government. The Government reserves the right to direct the contractor to remove an employee from the worksite for failure to comply with the standard of conduct. The contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

7.1.2

Neglect of Duties: Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

7.1.3

Disorderly Conduct: The contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling and intimidation by words, actions or fighting. Also included is participation in disruptive activities that interface with normal and efficient Government operations.

7.1.4

Intoxicates and Narcotics: The contractor shall not allow its employee while on duty to possess, sell, consume or be under the influence of intoxicants, drugs or substances which produce similar effects.

7.1.5

Key Control: The contractor will not be issued any keys. The keys needed to perform work will be provided to your escort.

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GENERAL

8.1.1

The contractor shall perform all services as outlined in the STATEMENT OF WORK. The objective of this contract is to eliminate system malfunction, breakdown and deterioration when system/equipment is running.

8.1.2

The contractor shall inventory and supply safety shoes and apparel for his technicians, personal protective equipment (hands, hearing, eye protection and life vests), MSDS, cleaning material/equipment and spill containment kits. The contractor should inventory the supply after each visit and other replacement supplies and have them delivered on site.

9

1

SAFETY

Safety is the highest priority. The contractor shall direct all of those under his charge to work safely. The safety concerns shall be brought to the attention of the COR. The contractor shall take all necessary measures and precautions to avoid interruptions of government operations and delays. Contractor must provide and maintain work environment and procedures, which will safeguard the public and government personal, property, materials and equipment exposed to his operations and activities. The contractor's staff will take all safety precautions and comply with the standards issued by the embassy, local authorities over occupational health and safety issues. All work should be carried in accordance with applicable safety regulations. In addition to this all contractor personal who so ever will be performing cleaning activity like vacuum on the pool shall have be trained swimmers.

SAFETY STANDARDS TO BE FOLLOWED

General

All contractor employees engaged in maintenance/construction activities must wear proper shoes appropriate for their trade. No open toed sandals, flip-flops, or bare feet are permitted at work site.

All workers shall be fully clothed. No half pants and other non-appropriate clothing (Dhoti) will be accepted.

Malba / trash accumulated on the site shall be removed at a regular intervals (if possible on daily basis) to prevent trip hazards.

Employees exposed to occupational hazards shall wear personal protective equipment (hard-hats, eye protection, ear protection, etc.). Appropriate protective equipment for any operation varies with the size, nature and location of work to be performed.

Drinking water must be made available to all contractor employees.

It is the responsibility of the contractor to provide all personal protective equipment (PPE) per the requirements at the work site and as directed by the COR. Any mishap due to negligence on the part of the contractor shall be entirely the contractor's responsibility.

Ladders Safety

Contractor shall use aluminum or fiber glass ladders for most purposes. Wooden or bamboo ladders are not allowed on the site.

Proper ladder for the specific job shall be used (for example fiber glass ladders for electrical work etc.).

Damaged ladders or ladders with missing supports, shoes, etc. shall not be used at the work site.

Height of the ladder shall be at least two feet above the required height for the work.

Electrical

All the equipment / machines to be used for the execution of the job shall be properly grounded.

All the extension boards to be used at the site shall have proper grounding.

All connections to any of the outlets shall be through three pin plugs. Direct connection of wires into receptacles is not permitted.

Machines/Tools with damaged wiring/ cabling shall not be used at site. The extension cord or wire with the machines shall be solid core with no breaks.

Electricians working on the site shall wear non-conductive shoes with rubber soles and shall use rubber gloves during execution of the work.

Any heavy equipment requiring voltage higher than 220VAC shall be connected under supervision of an embassy electrician.

No taped joint or undersize wiring is allowed at the site for the work.

Lock Out / Tag Out

Lock out/tag out devices should be used during the testing of the electrical points and wiring.

Confined Spaces

If contractor's employees must work in a confined space the contractor shall contact the COR before proceeding with the work. Contractor shall arrange all the equipment as instructed by the COR to accomplish the job in a safe manner.

Hearing Protection

Contractor's employees working in excessively noisy environments shall wear proper hearing protection

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015), is incorporated by reference (see SF-1449, Block 27A)

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CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2016)

(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) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html" \l "wp1146366" [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_233_240.html" \l "wp1113329" [52.233-3](#), Protest After Award (AUG 1996) (HYPERLINK "<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20>" \t "_blank" [31 U.S.C. 3553](#)).

(3) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_233_240.html" \l "wp1113344" [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (HYPERLINK "<http://uscode.house.gov/>" \t "_blank" [19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

__ (1) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html" \l "wp1137622" [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (HYPERLINK "<http://uscode.house.gov/>" \t "_blank" [41 U.S.C. 4704](#) and HYPERLINK "<http://uscode.house.gov/>" \t "_blank" [10 U.S.C. 2402](#)).

__ (2) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html" \l "wp1141983" [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. 3509](#))).

__ (3) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html" \l "wp1144881" [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) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html" \l "wp1141649" [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [31 U.S.C. 6101 note](#)).

__ (5) [Reserved].

__ (6) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html" \l "wp1151163" [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html" \l "wp1151299" [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html" \l "wp1140926" [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html" \l "wp1145644" [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1135955" [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20" \t "_blank" [15 U.S.C. 657a](#)).

__ (ii) Alternate I (Nov 2011) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1135955" [52.219-3](#).

__ (12)(i) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1135970" [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE

%20%20%20%20%20%20%20%20%20" \t "_blank" [15 U.S.C. 657a](#)).

__ (ii) Alternate I (JAN 2011) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1135970" [52.219-4](#).

__ (13) [Reserved]

__ (14)(i) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1136004" [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20" \t "_blank" [15 U.S.C. 644](#)).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1136017" [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20" \t "_blank" [15 U.S.C. 644](#)).

__ (ii) Alternate I (Oct 1995) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1136017" [52.219-7](#).

__ (iii) Alternate II (Mar 2004) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1136017" [52.219-7](#).

__ (16) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1136032" [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20" \t "_blank" [15 U.S.C. 637\(d\)\(2\)](#) and (3)).

__ (17)(i) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1136058" [52.219-9](#), Small Business Subcontracting Plan (Oct 2015) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20" \t "_blank" [15 U.S.C. 637\(d\)\(4\)](#)).

__ (ii) Alternate I (Oct 2001) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1136058" [52.219-9](#).

__ (iii) Alternate II (Oct 2001) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1136058" [52.219-9](#).

__ (iv) Alternate III (Oct 2015) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1136058" [52.219-9](#).

__ (18) HYPERLINK "https://www.acquisition.gov/sites/

default/files/current/far/html/52_217_221.html" \1
"wp1136174" [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) (HYPERLINK
"http://uscode.house.gov/" \t "_blank" [15 U.S.C. 644\(r\)](#)).
— (19) HYPERLINK "https://www.acquisition.gov/sites/
default/files/current/far/html/52_217_221.html" \1
"wp1136175" [52.219-14](#), Limitations on Subcontracting (Nov 2011) (HYPERLINK
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+uscview+t13t16+492+90++%2815%29%20%20AND%20%28%2815%29%20ADJ
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U.S.C. 637\(a\)\(14\)](#)).
— (20) HYPERLINK "https://www.acquisition.gov/sites/
default/files/current/far/html/52_217_221.html" \1
"wp1136186" [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999)
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%20%20%20%20%20%20%20%20%20" \t "_blank" [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
— (21) HYPERLINK "https://www.acquisition.gov/sites/
default/files/current/far/html/52_217_221.html" \1
"wp1136387" [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business
Set-Aside (Nov 2011) (HYPERLINK "http://uscode.house.gov/uscode-
cgi/fastweb.exe?getdoc+uscview+t13t16+492+90++
%2815%29%20%20AND%20%28%2815%29%20ADJ%20USC%29%3ACITE
%20%20%20%20%20%20%20%20%20" \t "_blank" [15 U.S.C. 657\(f\)](#)).
— (22) HYPERLINK "https://www.acquisition.gov/sites/
default/files/current/far/html/52_217_221.html" \1
"wp1139913" [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul
2013) (HYPERLINK "http://uscode.house.gov/uscode-cgi/
fastweb.exe?getdoc+uscview+t13t16+492+90++%2815%29%20%20AND
%20%28%2815%29%20ADJ%20USC%29%3ACITE
%20%20%20%20%20%20%20%20%20" \t "_blank" [15 U.S.C. 632\(a\)\(2\)](#)).
— (23) HYPERLINK "https://www.acquisition.gov/sites/
default/files/current/far/html/52_217_221.html" \1
"wp1144950" [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to,
Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015)
(HYPERLINK "http://uscode.house.gov/" \t "_blank" [15 U.S.C.
637\(m\)](#)).
— (24) HYPERLINK "https://www.acquisition.gov/sites/
default/files/current/far/html/52_217_221.html" \1
"wp1144420" [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-
Owned Small Business Concerns Eligible Under the Women-Owned Small Business
Program (Dec 2015) (HYPERLINK "http://uscode.house.gov/" \t
"_blank" [15 U.S.C. 637\(m\)](#)).
X (25) HYPERLINK "https://www.acquisition.gov/sites/
default/files/current/far/html/52_222.html" \1 "wp1147479"
[52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
— (26) HYPERLINK "https://www.acquisition.gov/sites/
default/files/current/far/html/52_222.html" \1 "wp1147630"
[52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O.
13126).
— (27) HYPERLINK "https://www.acquisition.gov/sites/

default/files/current/far/html/52_222.html" \1 "wp1147656"
[52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

__ (28) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \1 "wp1147711"
[52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

__ (29) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \1 "wp1158632"
[52.222-35](#), Equal Opportunity for Veterans (Oct 2015)(HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+200+2++%2838%29%20%20AND%20%28%2838%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20" \t "_blank" [38 U.S.C. 4212](#)).

__ (30) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \1 "wp1162802"
[52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+2+78++%2829%29%20%20AND%20%28%2829%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20" \t "_blank" [29 U.S.C. 793](#)).

__ (31) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \1 "wp1148123"
[52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

__ (32) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \1 "wp1160019"
[52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \1 "wp1151848"
[52.222-50](#), Combating Trafficking in Persons (Mar 2015) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [22 U.S.C. chapter 78](#) and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \1 "wp1151848" [52.222-50](#) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [22 U.S.C. chapter 78](#) and E.O. 13627).

__ (34) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \1 "wp1156645"
[52.222-54](#), Employment Eligibility Verification (OCT 2015). (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 HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2022_18.html" \1 "wp1089948" [22.1803](#).)

__ (35)(i) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \1 "wp1168892" [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA – Designated Items (May 2008) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \1 "wp1168892" [52.223-9](#) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+250+1286++%2842%29%20%20AND%20%28%2842%29%20ADJ%20USC

%29%3ACITE%20%20%20%20%20%20%20%20%20" \t "_blank" [42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36)(i) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1168933" [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1168933" [52.223-13](#).

__ (37)(i) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1194330" [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1194330" [52.223-14](#).

__ (38) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1194323" [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [42 U.S.C. 8259b](#)).

__ (39)(i) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1179078" [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1179078" [52.223-16](#).

__ (40) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1188603" [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (41) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1192900" [52.225-1](#), Buy American—Supplies (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. chapter 83](#)).

__ (42)(i) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1169038" [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. chapter 83](#), HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+1727+50++%2819%29%20%20AND%20%28%2819%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20" \t "_blank" [19 U.S.C. 3301](#) note, HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+1727+50++%2819%29%20%20AND%20%28%2819%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20" \t "_blank" [19 U.S.C. 2112](#) note, HYPERLINK "http://uscode.house.gov/" \t "_blank" [19 U.S.C. 3805](#) note, HYPERLINK "http://uscode.house.gov/" \t "_blank" [19 U.S.C.](#)

52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (HYPERLINK "http://uscode.house.gov/" \t "_blank" 41 U.S.C. 4505, HYPERLINK "http://uscode.house.gov/" \t "_blank" 10 U.S.C. 2307(f)).

__ (49) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_232.html" \l "wp1153252" 52.232-30, Installment Payments for Commercial Items (Oct 1995) (HYPERLINK "http://uscode.house.gov/" \t "_blank" 41 U.S.C. 4505, HYPERLINK "http://uscode.house.gov/" \t "_blank" 10 U.S.C. 2307(f)).

X (50) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_232.html" \l "wp1153351" 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20" \t "_blank" 31 U.S.C. 3332).

X (51) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_232.html" \l "wp1153375" 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20" \t "_blank" 31 U.S.C. 3332).

__ (52) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_232.html" \l "wp1153445" 52.232-36, Payment by Third Party (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" 31 U.S.C. 3332).

__ (53) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_233_240.html" \l "wp1113650" 52.239-1, Privacy or Security Safeguards (Aug 1996) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+2+3++%285%29%20%20AND" \t "_blank" 5 U.S.C. 552a).

__ (54)(i) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_247.html" \l "wp1156217" 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t45t48+351+1++%2846%29%20%20AND%20%28%2846%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20" \t "_blank" 46 U.S.C. Appx. 1241(b) and HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t09t12+37+408++%2810%29%20%252" \t "_blank" 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_247.html" \l "wp1156217" 52.247-64.

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

[Contracting Officer check as appropriate.]

__ (1) HYPERLINK "https://www.acquisition.gov/sites/

default/files/current/far/html/52_222.html" \l "wp1147587"
[52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

(2) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1160021"
[52.222-41](#), Service Contract Labor Standards (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. chapter 67](#)).

(3) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1153423"
[52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [29 U.S.C. 206](#) and HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. chapter 67](#)).

(4) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1148260"
[52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [29 U.S.C. 206](#) and HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. chapter 67](#)).

(5) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1148274"
[52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [29 U.S.C. 206](#) and HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. chapter 67](#)).

(6) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1155380"
[52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. chapter 67](#)).

(7) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1162590"
[52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. chapter 67](#)).

(8) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1163027"
[52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(9) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1183820" [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [42 U.S.C. 1792](#)).

(10) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_233_240.html" \l "wp1120023" [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE

%20%20%20%20%20%20%20%20%20" \t "_blank" [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 HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_215.html" \l "wp1144470" [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 HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%204_7.html" \l "wp1082800" [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) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html" \l "wp1141983" [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) (HYPERLINK "<http://uscode.house.gov/>" \t "_blank" [41 U.S.C. 3509](#)).

(ii) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1136032" [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) (HYPERLINK "<http://uscode.house.gov/>" \t "_blank" [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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html" \l "wp1136032" [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1147587" [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1147587" [52.222-17](#).

(iv) HYPERLINK "<https://www.acquisition.gov/sites/>

default/files/current/far/html/52_222.html" \l "wp1147656"
[52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(v) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1147711" [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1158632" [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+200+2++%2838%29%20%20AND%20%28%2838%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20" \t "_blank" [38 U.S.C. 4212](#)).

(vii) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1162802" [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+2+78++%2829%29%20%20AND%20%28%2829%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20" \t "_blank" [29 U.S.C. 793](#)).

(viii) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1148123" [52.222-37](#), Employment Reports on Veterans (Feb 2016) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+2+78++%2829%29%20%20AND%20%28%2829%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20" \t "_blank" [38 U.S.C. 4212](#))

(ix) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1160019" [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 HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1160019" [52.222-40](#).

(x) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1160021" [52.222-41](#), Service Contract Labor Standards (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. chapter 67](#)).

(xi)

(A) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1151848" [52.222-50](#), Combating Trafficking in Persons (Mar 2015) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar 2015) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1151848" [52.222-50](#) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [22 U.S.C. chapter 78 and E.O 13627](#)).

(xii) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1155380" [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. chapter 67](#)).

(xiii) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1162590" [52.222-53](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. chapter 67](http://uscode.house.gov/)).

(xiv) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1156645" [52.222-54](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1163027" [52.222-55](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1192524" [52.225-26](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t09t12+1445+65++%2810%20U.S.C.%202302%20Note%29%20%20%20%20%20%20%20%20%20%20" \t "_blank" [10 U.S.C. 2302 Note](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t09t12+1445+65++%2810%20U.S.C.%202302%20Note%29%20%20%20%20%20%20%20%20%20%20)).

(xvii) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1183820" [52.226-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [42 U.S.C. 1792](http://uscode.house.gov/)). Flow down required in accordance with paragraph (e) of FAR clause HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1183820" [52.226-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html).

(xviii) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_247.html" \l "wp1156217" [52.247-64](https://www.acquisition.gov/sites/default/files/current/far/html/52_247.html), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t45t48+351+1++%2846%29%20%20AND%20%28%2846%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20" \t "_blank" [46 U.S.C. Appx. 1241\(b\)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t45t48+351+1++%2846%29%20%20AND%20%28%2846%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20) and HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t09t12+37+408++%2810%29%20%20252" \t "_blank" [10 U.S.C. 2631](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t09t12+37+408++%2810%29%20%20252)). Flow down required in accordance with paragraph (d) of FAR clause HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_247.html" \l "wp1156217" [52.247-64](https://www.acquisition.gov/sites/default/files/current/far/html/52_247.html).

(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)

Alternate I (Feb 2000). As prescribed in HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2012_3.html" \l "wp1084399" [12.301](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2012_3.html)(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated

paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

Alternate II (Oct 2015). As prescribed in [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2012_3.html"](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2012_3.html) \1 "wp1084399" [12.301](#)(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 ([HYPERLINK "http://uscode.house.gov/lawrevisioncounsel.shtml"](http://uscode.house.gov/lawrevisioncounsel.shtml) \t "[_blank](#)" [5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html"](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html) \1 "wp1141983" [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([HYPERLINK "http://uscode.house.gov/"](http://uscode.house.gov/) \t "[_blank](#)" [41 U.S.C. 3509](#)).

(B) [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html"](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html) \1 "wp1144881" [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html"](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html) \1 "wp1136032" [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([HYPERLINK "http://uscode.house.gov/lawrevisioncounsel.shtml"](http://uscode.house.gov/lawrevisioncounsel.shtml) \t "[_blank](#)" [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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html"](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html) \1 "wp1136032" [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(D) [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html"](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html) \1 "wp1147656" [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(E) [HYPERLINK "https://www.acquisition.gov/sites/](https://www.acquisition.gov/sites/)

default/files/current/far/html/52_222.html" \l "wp1147711"
[52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(F) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1158632"
[52.222-35](#), Equal Opportunity for Veterans (Oct 2015) (HYPERLINK "http://uscode.house.gov/lawrevisioncounsel.shtml" \t "_blank" [38 U.S.C. 4212](#)).

(G) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1162802"
[52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) (HYPERLINK "http://uscode.house.gov/lawrevisioncounsel.shtml" \t "_blank" [29 U.S.C. 793](#)).

(H) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1160019"
[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 HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1160019"
[52.222-40](#).

(I) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1160021"
[52.222-41](#), Service Contract Labor Standards (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. chapter 67](#)).

(J) ___(1) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1151848"
[52.222-50](#), Combating Trafficking in Persons (Mar 2015) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [22 U.S.C. chapter 78](#) and E.O 13627).

___(2) Alternate I (Mar 2015) of HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1151848"
[52.222-50](#) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [22 U.S.C. chapter 78 and E.O 13627](#)).

(K) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1155380"
[52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. chapter 67](#)).

(L) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1162590"
[52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [41 U.S.C. chapter 67](#)).

(M) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1156645"
[52.222-54](#), Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html" \l "wp1163027"
[52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(O) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1183820" [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (HYPERLINK "http://uscode.house.gov/" \t "_blank" [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html" \l "wp1183820" [52.226-6](#).

(P) HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_247.html" \l "wp1156217" [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (HYPERLINK "http://uscode.house.gov/lawrevisioncounsel.shtml" \t "_blank" [46 U.S.C. Appx. 1241\(b\)](#) and HYPERLINK "http://uscode.house.gov/lawrevisioncounsel.shtml" \t "_blank" [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_247.html" \l "wp1156217" [52.247-64](#).

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

52.252-2

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

*HYPERLINK "http://www.acquisition.gov/far/" http://www.acquisition.gov/far/ or
HYPERLINK "http://farsite.hill.af.mil/vffara.htm" http://farsite.hill.af.mil/vffara.htm*

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at *HYPERLINK "http://www.statebuy.state.gov/" http://www.statebuy.state.gov* to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

CLAUSE

TITLE AND DATE

52.204-9

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR

PERSONNEL (JAN 2011)

52.204-12

DATA UNIVERSAL NUMBERING SYSTEM NUMBER
MAINTENANCE (DEC 2012)

52.204-13

SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)

52.225-14

INCONSISTENCY BETWEEN ENGLISH VERSION AND
TRANSLATION OF CONTRACT (FEB 2000)

52.228-4

WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE
OVERSEAS (APR 1984)

52.228-5

INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN
1997)

52.229-6

FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-34

PAYMENT BY ELECTRONIC FUNDS TRANSFER -- OTHER THAN
SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.232-39

UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
(JUNE 2013)

52.232-40

PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
SUBCONTRACTORS (DEC 2013) - RESERVED

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

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 **3 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.

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

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

Use an email signature block that shows name, the office being supported and company

affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);

Clearly identify themselves and their contractor affiliation in meetings;

- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

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

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract. Partial payment is authorized under this contract. The invoice should be certified by the COR of the contract for satisfactory completion of the services received.

(b) Invoice Submission. The contractor shall submit invoices in an original and *a copy* to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The address for submission of original invoice is:

Financial Management Office
American Embassy, Shantipath
Chankyapuri, New Delhi, India

The address for submission of copy of invoice to the COR is :

Maintenance Supervisor
American Embassy, Shantipath
Chankyapuri, New Delhi, India

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

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

6 5 2 . 2 3 7 - 7 2

OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

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

<u>HOLIDAY</u>			<u>TYPE</u>
New Year's Day			
Martin Luther King's			American
Presidents' Day			American
Holi			American
Ram Navami			Indian
Good Friday			Indian
Memorial Day			Indian
Independence Day			American
Raksha Bandhan			American
Independence Day			Indian
Janmashtami			Indian
Labor Day			Indian
Mahatma Gandhi's Birthday			American
Columbus Day			Indian
Diwali			American
Guru Nanak's Birthday			Indian
Veterans' Day			Indian
Idu'l Fitr			American
Thanksgiving Day			Indian
Christmas Day			American
			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. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

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

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

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

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

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

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

652.242-70

CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a)

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

(b)

The COR for this contract is **Maintenance Supervisor**

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 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 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) through (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.

(End of clause)

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 - Worker's Compensation Insurance (Defense Base Act) – Services (JUNE 2006) “RESERVED.”]

SECTION 3 - SOLICITATION PROVISIONS

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

FAR 52.212-1

INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT-2015), 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:
[Note to Contracting Officer: Revise, add to, or delete from the following list, as needed]***

(1)

Name of a Project Manager (or other liaison to the U.S. 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;

List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in India then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;

Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
Business integrity / business conduct.

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

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

A.3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.]

A.4. The offeror's strategic plan for above mentioned services to include but not limited to:

- (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
- (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
- (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
- (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s),

or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

***a copy of the Certificate of Insurance, or
a statement that the contractor will get the required insurance, and the name of the
insurance provider to be used.***

Insurance Requirements

The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary during the performance of the contract. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in Indian local currency:

Per Occurrence	Rs.100,000
Cumulative	Rs.1,000,000

2. Property Damage on or off the site in Indian local currency:

Per Occurrence	Rs.100,000
Cumulative	Rs.1,000,000

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

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

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: [HYPERLINK "http://www.acquisition.gov/far/"](http://www.acquisition.gov/far/) <http://www.acquisition.gov/far/> or [HYPERLINK "http://farsite.hill.af.mil/vffara.htm"](http://farsite.hill.af.mil/vffara.htm) <http://farsite.hill.af.mil/vffara.htm>.

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

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

PROVISION

TITLE AND DATE

52.204-7

SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

5 2 . 2 0 4 - 1 6

COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING

(NOV 2014)

5 2 . 2 1 4 - 3 4

SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

5 2 . 2 2 5 - 2 5

PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING
IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO
IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

52.237-1

SITE VISIT (APR 1984)

The site visit will be held on July 12, 2016 per following schedule .

1030 hours – Gate-E, American Embassy, Panchsheel Marg, New Delhi, India.

Prospective offerors who desire to participate in the site visit should sent their interest at HYPERLINK "mailto:xrajender@state.gov" xrajender@state.gov no later than 1700 hrs on or before July 8, 2016 for arranging entry of their participants into the building.

The following DOSAR provision(s) is/are provided in full text:

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

The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

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

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 **911124198000**. 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) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State

A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**

The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

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

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

52.217-5

EVALUATION OF OPTIONS (JUL 1990)

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

52.225-17

EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000) - RESERVED

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through [HYPERLINK "http://www.acquisition.gov/" \t "_blank" http://www.acquisition.gov](http://www.acquisition.gov/). If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (q) of this provision.

(a) Definitions. As used in this provision—

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

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

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

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

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

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

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [HYPERLINK "http://uscode.house.gov/" \t "_blank" 6 U.S.C. 395\(b\)](http://uscode.house.gov/), applied in accordance with the rules and definitions of [.](http://uscode.house.gov/)

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

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

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product

small business concern under the size standard applicable to the acquisition, that—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [HYPERLINK "http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+200+2++%2838%29%20%20AND%20%28%2838%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20"](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+200+2++%2838%29%20%20AND%20%28%2838%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20) \t "_blank" [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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

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

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

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

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

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

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

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

solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%204_12.html"](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%204_12.html) \1 "wp1073667" [4.1201](#)), except for paragraphs _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR

part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror

with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html"](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html) \1 "wp1192900" [52.225-1](#), Buy American—Supplies, is included in this solicitation.)

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

(2) Foreign End Products:

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

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP25.html"](https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP25.html) \1 "wp225048" [Part 25](#).

(g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html"](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html) \1 "wp1169038" [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

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

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

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan,

Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP25.html"](https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP25.html) \1 "wp225048" [Part 25](#).

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html"](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html) \1 "wp1169038" [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html"](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html) \1 "wp1169038" [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products

or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

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

[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html"](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html) \1 "wp1169038" [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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

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

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html"](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html) \1 "wp1169151" [52.225-5](#), Trade Agreements, is included in this solicitation.)

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

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP25.html"](https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP25.html) \1 "wp225048" [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of

U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

required to make full payment.

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) Outside the United States.

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

(1) Maintenance, calibration, or repair of certain equipment as described in FAR HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2022_10.html" \1 "wp1105165" [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 HYPERLINK "<https://www.acquisition.gov/sites/default/files/current/far/html/>

Subpart%2022_10.html" \l "wp1105165" [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 [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2022_10.html" \l "wp1105165" \[22.1003-4\\(d\\)\\(1\\)\]\(#\)](#). The offeror □ does □ does not certify that—

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

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2022_10.html" \l "wp1105165" \[22.1003-4\\(d\\)\\(2\\)\\(iii\\)\]\(#\)](#));

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

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

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

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

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

(1) Taxpayer Identification Number (TIN) ([HYPERLINK "http://uscode.house.gov/" \t "_blank" \[26 U.S.C. 6109\]\(#\)](#) [HYPERLINK "http://uscode.house.gov/" \t "_blank" \[31 U.S.C. 7701\]\(#\)](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [HYPERLINK "http://uscode.house.gov/" \t "_blank" \[31 U.S.C. 7701\\(c\\)\]\(#\) and \[3325\\(d\\)\]\(#\)](#), reporting requirements of [HYPERLINK "http://uscode.house.gov/" \t "_blank" \[26 U.S.C. 6041\]\(#\), \[6041A\]\(#\), 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 ([HYPERLINK "http://uscode.house.gov/" \t "_blank" \[31 U.S.C. 7701\\(c\\)\\(3\\)\]\(#\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%204_9.html" \l "wp1091081" \[4.904\]\(#\)](#), the

TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

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

(4) Type of organization.

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

(5) Common parent.

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

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%209_1.html"](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%209_1.html) \1 "wp1085903" [9.108-2](#)(b) applies or the requirement is waived in accordance with the procedures at [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%209_1.html"](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%209_1.html) \1 "wp1085953" [9.108-4](#).

(2) Representation. The Offeror represents that—

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

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

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/CISADA106@state.gov"](https://www.acquisition.gov/sites/default/files/current/far/html/CISADA106@state.gov) CISADA106@state.gov.

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

- (i) Represents, to the best of its knowledge and belief, that the offeror does not

export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at [HYPERLINK "http://www.treasury.gov/ofac/downloads/t11sdn.pdf"](http://www.treasury.gov/ofac/downloads/t11sdn.pdf) \t "_blank" <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

(i) This solicitation includes a trade agreements certification (e.g., [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/52_212_213.html"](https://www.acquisition.gov/sites/default/files/current/far/html/52_212_213.html) \l "wp1179194" [52.212-3](#)(g) or a comparable agency provision); and

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

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

the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

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

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

(End of provision)

Alternate I (Oct 2014). As prescribed in [HYPERLINK "https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2012_3.html"](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2012_3.html) \1 "wp1084399" [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

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

The following DOSAR provision(s) is/are provided in full text:

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

ATTACHMENT 1
PERFORMANCE WORK STATEMENT (PWS)

QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work Paragraphs	Performance Threshold
<u>Services.</u> Performs all services set forth in the scope of work.	As mentioned above in the scope of work	All required services are performed and no more than one (1) customer complaint is received per month.

1.

SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

2.

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 (May 2001), if any of the services exceed the standard.

3.

PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if

additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.]