



Embassy of the United States of America

Manila, Philippines

December 7, 2012

To: Prospective Offerors

Subject: Request for Quotations number **SRP380-13-Q-0010**

Enclosed is a Request for Quotations (RFQ) for **Moving Services for U.S. Embassy Manila**. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 (SF-1449) that follows this letter.

The U.S. Government (USG) intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

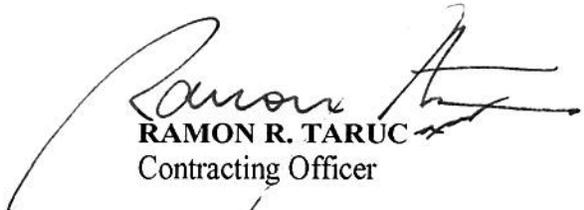
Quotations are due by **January 4, 2013, 4:00PM local time**. No quotations will be accepted after this time. Electronic submissions will not be accepted.

Request for access clearance must be submitted through fax no. (632) 548-6762/6764 or through e-mail address OcampoJL@state.gov at least two working days in advance prior to the submission of your quotation. Request should include the name of your company's representative, date/time of submission, vehicle type/color/plate number and name of driver if any. Access to USG facilities will not be permitted without prior access clearance.

A site visit will be held on December 11, 2012 at 7:30AM with a pre-quotation conference immediately following. Prospective offerors are requested to assemble at 7:15AM at the Roxas Boulevard Gate, Seafont Compound, Pasay City. To facilitate preparation of access clearance, submit the same information enumerated in the above paragraph no later than December 7, 2012.

Submit any questions you may have concerning the solicitation documents in writing to the Contracting Officer via fax no. (632) 548-6762/6764 or e-mail address OcampoJL@state.gov on or before December 14, 2012, 4:00PM local time.

Sincerely,


RAMON R. TARUC
Contracting Officer

Enclosure: RFQ No. SRP380-13-Q-0010, 57 pages

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 57	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE (mm-dd-yyyy)	4. ORDER NUMBER	5. SOLICITATION NUMBER SRP380-13-Q-0010	6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 12-07-2012		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JANE OCAMPO / JEWEL ACUZAR	b. TELEPHONE NUMBER (No collect calls) (632) 301-2713 / 2973	8. OFFER DUE DATE/ LOCAL TIME 01-04-2013 at 4:00PM		
9. ISSUED BY CONTRACTING & PROCUREMENT GENERAL SERVICES OFFICE, U.S. EMBASSY MANILA SEAFRONT COMPOUND ROXAS BOULEVARD, PASAY CITY 1300		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVERY TO SEE SCHEDULE		CODE	16. ADMINISTERED BY SEE SECTION 2 CONTRACT CLAUSES, DOSAR 652.242-70			
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY FINANCIAL MANAGEMENT CENTER U.S. EMBASSY MANILA CHANCERY COMPOUND 1201 ROXAS BOULEVARD MANILA 1000		CODE	
TELEPHONE NO.		FACILITY CODE				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	MOVING SERVICES FOR U.S. EMBASSY MANILA - SEE ATTACHED <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					RRT: NAGO:
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ (mm-dd-yyyy). YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED (mm-dd-yyyy)	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED (mm-dd-yyyy)		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE (mm-dd-yyyy)	32d. PRINT NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER SRP380-13-Q-0010 PRICES, BLOCK 23

1. BACKGROUND AND PURPOSE

Offices of the United States Embassy in Manila, Philippines are moving to a new office annex (NOX) in Ermita, Manila. The Embassy will move materials from two commercial sites and from several existing offices located on the Chancery and Seafront compounds to the new office annex 2 (NOX 2) in Ermita, Manila, beginning in March/April 2013. The move consists of approximately twenty (20) agencies/offices. See 1.4, The Sites, in the Description/Specifications/Work Statement.

2. SCOPE OF SERVICES

The Contractor shall provide all necessary personnel, supervision, packing materials, moving supplies, equipment and vehicles to efficiently accomplish the Embassy's office move. Services will include planning, pick up and loading of property, transporting to the NOX 2, delivering property to the designated room, and positioning at the new location. In addition, padding and packing/crating of certain items, disassembly of property, moving of bulky and heavy items will be required.

3. TYPE OF CONTRACT

This is a fixed price completion type contract.

4. TYPES OF SERVICES

Moving Services. The Contractor shall provide move planning and moving services as specified in Continuation to SF-1449, Schedule of Supplies/Services, Block 20, Description/Specifications/Work Statement. Performance may be required outside the normal workday to avoid traffic tie-ups, prepare staged materials or meet other schedule requirements.

5. PRICING

(a) The Government will pay the Contractor a fixed price upon satisfactory completion of the move.

(b) The Contractor shall include the cost of all equipment, materials, labor (including any premium pay for services required for overtime and holidays), overhead, and profit in the fixed price for moving services.

(c) The Government will make payment in Philippine Pesos.

6. PRICES

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

₱ _____ (VAT excluded)*

Breakdown of above price as follows:

ADB	₱ _____
APHIS	₱ _____
CLO	₱ _____
DEA	₱ _____
DOJ/Criminal Division	₱ _____
DOJ/OPDAT	₱ _____
ESC/RST	₱ _____
FAS	₱ _____
FCS	₱ _____
FCS/ADB	₱ _____
FPO	₱ _____
JUSMAG	₱ _____
NCIS	₱ _____
PAS	₱ _____
RSO/DSIU	₱ _____
RSO/Escorts	₱ _____
RSO/MSG	₱ _____
USAID	₱ _____

*VALUE ADDED TAX (VAT)

VAT shall not be included in the firm fixed prices as it is not applicable to this contract. The U.S. Government is exempt from payment of taxes as a qualifying entity under Section 3(b)(3) of Revenue Regulations No. 6-97 dated January 2, 1997. In accordance with this regulation, all sales made by contractors or suppliers to the U.S. Government are subject to zero percent (0%) rate and are, therefore, not subject to the value added tax.

CONTINUATION TO SF-1449
RFQ NUMBER SRP380-13-Q-0010
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. WORK REQUIREMENTS

1.1 General. The Contractor shall provide all equipment, materials, managerial, administrative, and direct labor personnel to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other purposes.

1.2 Definitions.

"APHIS" means Animal and Plant Health Inspection Services
"ARC" means American Recreation Club
"ADB" means Asian Development Bank
"Chancery" means the existing/old main Embassy building
"CLO" means Community Liaison Office
"DEA" means Drug Enforcement Administration
"DOJ" means Department of Justice
"DSIU" means Diplomatic Security Investigation Unit
"ESC" means Engineering Services Center
"FAS" means Foreign Agricultural Service
"FCS" means Foreign Commercial Service
"FCS/ADB" means FCS/Asian Development Bank
"FPO" means Fleet Post Office
"Government" means the U.S. Government
"JUSMAG" means Joint U.S. Military Assistance Group
"LES" means Locally Employed Staff
"MPR" means Multi-Purpose Room
"MSG" means Marine Security Guard
"NCIS" means Naval Criminal Investigative Service
"NOX 1" means the new office annex 1
"NOX 2" means the new office annex 2
"OPDAT" means Overseas Prosecutorial Development, Assistance and Training
"PAS" means Public Affairs Section
"PAS/Admin" means PAS/Administrative Office
"PAS/IO" means PAS/Information Office
"PAS/PAO" means PAS/Public Affairs Office
"PAS/VisDip" means PAS/Visual Diplomacy Office
"PAS/CAO" means PAS/Cultural Affairs Office
"PAS/PSO" means PAS/Program Support Office
"PAS/RELO" means PAS/Regional English Language Office

“PAS/TJIC” means PAS/Thomas Jefferson Information Center
“RST” means Regional Security Technician
“RSO” means Regional Security Office
“SSS” means Seafront Swing Space
“USAID” means U.S. Agency for International Development
“USAID/OD” means USAID/Office of the Director
“USAID/EXO” means USAID/Executive Office
“USAID/OEDG” means USAID/Office of Economic Development and Governance
“USAID/OED” means USAID/Office of Education
“USAID/OEECC” means USAID/Office of Environment, Energy and Climate Change
“USAID/OH” means USAID/Office of Health
“USAID/PRM” means USAID/Program Resources Management
“USAID/RFSC” means USAID/Regional Financial Services Center
“USAID/RIG” means USAID/Regional Inspector General
“USAID/ROAA” means USAID/Regional Office of Acquisition and Assistance

1.3 Move Items. The Embassy anticipates moving boxed files, boxed personal items, loose items, safes (some filled and some empty), office equipment, computers, monitors, printers, fax machines, copiers, refrigerators, microwaves, coffee pots and other items as listed in the **estimated** quantities noted in Attachments 1, 2 and 3. **All files, office supplies, desk and personal items to be moved will be self-packed by Embassy personnel, except library materials of PAS/TJIC at Seafront Compound.** Very little office furniture or furnishings will be moved, but may include desks, chairs, computer tables, telephone tables, bookshelves, coat racks, umbrella stands, pictures, maps, telephones, lamps, fire extinguishers and other common things found in an office environment. All items shall be wrapped in a protective element to prevent damage to include scratching and denting the item. The Embassy will disconnect and reconnect computers and other electrical items.

1.4 The Sites.

- a. **Ayala Life-FGU Center, Makati.** This commercial office building is located at 6811 Ayala Avenue in Makati. It has service elevators which are to be used for moving boxes and equipment. There may be size restrictions on the trucks which can be used and timing restrictions to conform to the commercial building regulations. Offices to be moved from this building are on the 25th floor and include:
 - i. APHIS: APHIS’ office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets, printer units and bookcases/credenzas. Refer to Attachment 3 for the estimated quantities. Headcount: 4 employees.
 - ii. FAS: FAS’ office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets, printer units, bookcases/credenzas, wine cooler and packed foods items. Refer to Attachment 3 for the estimated quantities. Headcount: 8 employees.

- iii. FCS: FCS' office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets, printer units, bookcases/credenzas and TV. Refer to Attachment 3 for the estimated quantities. Headcount: 15 employees.
 - iv. FCS/ADB: FCS/ADB's office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets and printer units. Refer to Attachment 3 for the estimated quantities. Headcount: 5 employees.
- b. Chancery.** The Chancery is a building located on the U.S. Embassy Chancery Compound. The two-story building has one stairwell, located inside, that is suitable for moving. The elevators and other stairwells in the building will not be permitted for use. The Contractor may need to remove heavy file safes and other bulky items from the Chancery using special equipment. It will not be possible to remove windows to accomplish this task. Offices to be moved from the Chancery include:
- i. ADB (LES only): ADB's office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets and printer units. Refer to Attachment 3 for the estimated quantities. Headcount: 1 employee.
 - ii. PAS/Admin: PAS/Admin's office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets, printer units, media equipment, files, books, paintings, office supplies and specialized computer/office/audio/visual equipment, to include: televisions, video cameras, cameras, digital video recorders, etc. Refer to Attachment 1 for the estimated quantities. Headcount: 2 employees.
 - iii. PAS/IO: PAS/IO's office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets, printer units, media equipment, files, books, paintings, office supplies and specialized computer/office/audio/visual equipment, to include: televisions, video cameras, cameras, digital video recorders, etc. Refer to Attachment 1 for the estimated quantities. Headcount: 4 employees.
 - iv. PAS/PAO: PAS/PAO's office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets and printer units. Refer to Attachment 1 for the estimated quantities. Headcount: 5 employees.
 - v. PAS/VisDip: PAS/VisDip's office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets and printer units. Refer to Attachment 1 for the estimated quantities. Headcount: 4 employees.

- vi. RSO/MSG: RSO/MSG's office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets, printer units and bookcases/credenzas. Refer to Attachment 3 for the estimated quantities. Headcount: 4 employees.
- c. **New Office Annex 1 (NOX 1).** The NOX 1 building is located on the U.S. Embassy Chancery Compound. Offices moving from NOX 1 are located on the ground floor. No elevator will be needed for NOX 1 moves. No crane will be necessary for movement of safes. The NOX 1 walls are made of "drywall" or "gypsum board" and will damage easily when bumped. Movers must protect all walls and corners. Offices to be moved from the NOX 1 building include:
- i. FPO: FPO's office consists of boxes, 5-drawer lateral cabinets (contents only), desktop computer sets and printer units. Refer to Attachment 3 for the estimated quantities. Headcount: 2 employees.
 - ii. RSO/DSIU: RSO/DSIU's office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets and printer units. Refer to Attachment 3 for the estimated quantities. Headcount: 9 employees.
 - iii. RSO/Escorts: RSO/Escorts' office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets and printer units. Refer to Attachment 3 for the estimated quantities. Headcount: 3 employees.
- d. **Seafront Swing Space (SSS).** SSS is a one-story building located on the U.S. Embassy Seafront Compound. There will be approximately 30 personnel relocating from this location to NOX 2. The SSS walls are made of "drywall" or "gypsum board" and will damage easily when bumped. Movers must protect walls and corners. Offices to be moved from the SSS include:
- i. DEA (LES only): DEA's office consists of boxes, 3-drawer lateral cabinets (contents only), desktop computer sets and printer units. Refer to Attachment 3 for the estimated quantities. Headcount: 1 employee.
 - ii. NCIS (LES only): NCIS' office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets and printer units. Refer to Attachment 3 for the estimated quantities. Headcount: 3 employees.
 - iii. PAS/TJIC: PAS/TJIC's office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets, printer units, bookcases/credenzas (contents only), media equipment, files, books, paintings, office supplies and specialized computer/office/audio/visual equipment, to include: televisions, video cameras, cameras, digital video recorders, etc. Refer to Attachment 1 for the estimated quantities. Headcount: 6 employees.

- iv. PAS/CAO: PAS/CAO's office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets, printer units, bookcases/credenzas (contents only), media equipment, files, books, paintings, office supplies and specialized computer/office/audio/visual equipment, to include: televisions, video cameras, cameras, digital video recorders, etc. Refer to Attachment 1 for the estimated quantities. Headcount: 13 employees.
 - v. PAS/PSO: PAS/PSO's office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets, printer units, bookcases/credenzas (contents only), media equipment, files, books, paintings, office supplies and specialized computer/office/audio/visual equipment, to include: televisions, video cameras, cameras, digital video recorders, etc. Refer to Attachment 1 for the estimated quantities. Headcount: 4 employees.
 - vi. PAS/RELO: PAS/RELO's office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets, printer units, media equipment, files, books, paintings, office supplies and specialized computer/office/audio/visual equipment, to include: televisions, video cameras, cameras, digital video recorders, etc. Refer to Attachment 1 for the estimated quantities. Headcount: 1 employee.
- e. **Seafront ARC Clubhouse (PAS/MPR).** The ARC Clubhouse is a one-story building located on the U.S. Embassy Seafront Compound. A conference room consisting of chairs, tables, televisions, audio/visual equipment and podium will relocate to NOX 2. The ARC Clubhouse walls are made of "drywall" or "gypsum board" and will damage easily when bumped. Movers must protect walls and corners. Refer to Attachment 1 for the estimated quantities.
- f. **Rowe Building.** The Rowe building is located on the U.S. Embassy Chancery Compound. Four offices consisting of approximately 30 personnel including desks, chairs, office equipment and office supplies will relocate to NOX 2 and to an office space located at the Chancery or Seafront Compound. Offices to be moved from the Rowe Building include:
- i. DOJ/Criminal Division: DOJ/Criminal Division's office consists of credenzas, small bookcases, desks, boxes, 5-drawer lateral cabinets (cabinet and contents), 2-drawer lateral cabinets (cabinet and contents), desktop computer sets and printer units. Refer to Attachment 3 for the estimated quantities. Headcount: 2 employees.
 - ii. DOJ/OPDAT: DOJ/OPDAT's office consists of credenzas, small bookcases, desks, safes, boxes, 5-drawer lateral cabinets (cabinet and contents), 2-drawer lateral cabinets (cabinet and contents), desktop computer sets and printer units. Refer to Attachment 3 for the estimated quantities. Headcount: 2 employees.

- iii. JUSMAG: JUSMAG's office consists of credenzas, small bookcases, desks, safes, boxes, 5-drawer lateral cabinets (cabinet and contents), 2-drawer lateral cabinets (cabinet and contents), desktop computer sets and printer units. This office will be moved to an office space on the Chancery or Seafront Compound. Refer to Attachment 3 for the estimated quantities. Headcount: 18 employees.
 - iv. ESC/RST: ESC/RST's office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets, printer units, bookcases/credenzas, special hardware, tools, machinery and other specialized equipment. Refer to Attachment 3 for the estimated quantities. Headcount: 9 employees.
- g. PNB Financial Center.** The PNB Financial Center office building is a large commercial building located on President Diosdado Macapagal Boulevard, Pasay City. All administrative and executive offices are located on the 8th floor of this commercial building. The Motorpool Office is located in the underground garage. Service elevators and stairwells will be used in accordance with the commercial building guidelines and regulations. There may be restrictions on the size of trucks that can be used and the timing of the actual move. Offices to be moved to NOX 2 include:
- i. USAID/OD: This office consists of safes, boxes, 4-drawer lateral cabinets (contents only), 2-drawer vertical cabinets (contents only), desktop computer sets, printer units and bookcases. Refer to Attachment 2 for the estimated quantities. Headcount: 4 employees.
 - ii. USAID/OEDG: This office consists of safes, boxes, 4-drawer lateral cabinets (contents only), 2-drawer vertical cabinets (contents only), desktop computer sets, printer units, hanging drawers and bookcases. Refer to Attachment 2 for the estimated quantities. Headcount: 18 employees.
 - iii. USAID/OED: This office consists of safes, boxes, 4-drawer lateral cabinets (contents only), 2-drawer vertical cabinets (contents only), desktop computer sets, printer units, hanging drawers and bookcases. Refer to Attachment 2 for the estimated quantities. Headcount: 6 employees.
 - iv. USAID/OEECC: This office consists of safes, boxes, 4-drawer lateral cabinets (contents only), 2-drawer vertical cabinets (contents only), desktop computer sets, printer units and bookcases. Refer to Attachment 2 for the estimated quantities. Headcount: 14 employees.
 - v. USAID/EXO: This office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 4-drawer lateral cabinets (contents only), 5-drawer vertical cabinets (contents only), 4-drawer vertical cabinets (contents only), 2-drawer vertical cabinets (contents only), desktop computer sets, printer units, hanging drawers and bookcases. Refer to Attachment 2 for the estimated quantities. Headcount: 32 employees.

- vi. USAID/OH: This office consists of safes, boxes, 4-drawer lateral cabinets (contents only), 5-drawer vertical cabinets (contents only), 4-drawer vertical cabinets (contents only), 2-drawer vertical cabinets (contents only), desktop computer sets, printer units, hanging drawers and bookcases. Refer to Attachment 2 for the estimated quantities. Headcount: 15 employees.
- vii. USAID/PRM: This office consists of safes, boxes, 4-drawer lateral cabinets (contents only), 5-drawer vertical cabinets (contents only), 2-drawer vertical cabinets (contents only), desktop computer sets, printer units, hanging drawers and bookcases. Refer to Attachment 2 for the estimated quantities. Headcount: 20 employees.
- viii. USAID/RIG: This office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 3-drawer lateral cabinets (contents only), desktop computer sets, printer units and bookcases. Refer to Attachment 2 for the estimated quantities. Headcount: 15 employees.
- ix. USAID/ROAA: This office consists of safes, boxes, 4-drawer lateral cabinets (contents only), 4-drawer vertical cabinets (contents only), 2-drawer vertical cabinets (contents only), desktop computer sets, printer units, hanging drawers and bookcases. Refer to Attachment 2 for the estimated quantities. Headcount: 11 employees.
- x. USAID/RFSC: This office consists of safes, boxes, 5-drawer lateral cabinets (contents only), 4-drawer lateral cabinets (contents only), 5-drawer vertical cabinets (contents only), 4-drawer vertical cabinets (contents only), 2-drawer vertical cabinets (contents only), desktop computer sets, printer units, hanging drawers and bookcases. Refer to Attachment 2 for the estimated quantities. Headcount: 25 employees.
- xi. USAID/Regional Legal Advisor: This office consists of safes, boxes, 3-drawer lateral cabinets (contents only), 5-drawer lateral cabinets (contents only), desktop computer sets and printer units. Refer to Attachment 2 for the estimated quantities. Headcount: 1 employee.
- xii. USAID/Motorpool: This office consists of safes, boxes, 3-drawer lateral cabinets (contents only), 5-drawer lateral cabinets (contents only), desktop computer sets and printer units. Refer to Attachment 2 for the estimated quantities. Headcount: 3 employees.
- xiii. USAID/Mailroom: This office consists of safes, boxes, 3-drawer lateral cabinets (contents only), 5-drawer lateral cabinets (contents only), desktop computer sets and printer units. Refer to Attachment 2 for the estimated quantities. Headcount: 2 employees.

- xiv. USAID/Facilities Office: This office consists of safes, boxes, 3-drawer lateral cabinets (contents only), 5-drawer lateral cabinets (contents only), desktop computer sets and printer units. Refer to Attachment 2 for the estimated quantities. Headcount: consolidated.
- xv. USAID/Systems Room: This office consists of safes, boxes, 3-drawer lateral cabinets (contents only), 5-drawer lateral cabinets (contents only), desktop computer sets and printer units. Refer to Attachment 2 for the estimated quantities. Headcount: consolidated.

h. CLO, Seafront Compound. CLO's office is located on the U.S. Embassy Seafront Compound. This office consists of safes, boxes, 4-drawer lateral cabinets (contents only), books, desktop computer sets and printer units. Refer to Attachment 3 for the estimated quantities. Headcount: 4.

1.5 Duties and Responsibilities.

1.5.A Move plan. Working closely with the COR, the Contractor will develop a move plan that fits within the Embassy's overall moving plan. This plan will include a color keyed labeling system for boxes by Embassy sections and by floors. Certain areas of the Embassy require an escort and can only be entered during scheduled times and some of the items will require a constant cleared escort. Contractor shall schedule move priorities as directed by the COR.

The move plan shall:

- Describe materials, manner, and process for protection of facilities, including grounds, floors, carpets, doors, elevators, and walls.
- Include container(s) for controlled movement of secured items, including safes.
- Describe packing materials, manner, and protection of items being moved.
- Describe method of handling and packing for fragile, electronic and bulky items.
- Specify number of trucks, number and types of personnel to be utilized (the final updated move plan will include specific names of personnel and vehicles).
- Emphasize safety requirements so that accidents or injuries do not occur.
- Describe the Personal Protective Equipment provided to your staff.
- Emphasize security requirements so that accidental security violations do not occur.

The plan will be developed and delivered to the COR within 10 days of contract award. After review by the Government, the move plan will be updated and delivered to the COR 15 days before the move. All written deliverables shall be submitted in 3 copies to the COR.

1.5.B Deliverables. Within 5 working days of notice of award, the Contractor shall begin delivery of wrapping paper, boxes, tape and labels for self-pack of files and desk items. Additional supplies will be delivered by the Contractor on an as-needed basis.

1.5.C Packing. The Government will self-pack files, office supplies, desk and personal items to be moved, except as indicated. The Contractor shall pack and label library materials of PAS/TJIC at Seafront Compound and other items. The Contractor's responsibility for damage to items is equal to that for Contractor-packed items. If the Contractor has concerns about the sufficiency of any packing, the Contractor may re-pack (unclassified items only).

Packing and moving of Government-owned materials/equipment is a highly specialized function. The measure of performance shall be the condition of articles upon arrival at their destination. The Contractor must always take the greatest care in handling and packing articles.

1.5.D Housekeeping. The Contractor is responsible for removal of trash and moving debris so that an orderly and safe environment is maintained. During the move, the Contractor shall remove trash daily. For ease of congestion, the Contractor shall keep all packing materials in one area of each section being packed. USG employees will place all unpacked packing materials in one common area for pickup by the Contractor at the new location. The Contractor shall pick-up the unpacked packing materials five working days after completion of the move. The USG will be responsible for all trash removal after this time period.

1.5.E Personnel. The Contractor shall provide a qualified work force meeting the contract requirements. The workforce shall be able to efficiently provide the services identified in this section. It is anticipated that the Contractor will provide:

- Project Manager – *[name of Project Manager]*
- Deputy Project Manager – for Ayala Life-FGU Center, Makati
- Deputy Project Manager – for PNB Financial Center
- Deputy Project Manager – for Chancery Compound
- Deputy Project Manager – for Seafront Compound
- Team Leaders/Supervisors
- Truck Drivers
- Laborers

The Project Manager is considered key personnel and cannot be substituted during the performance of this contract. The Project Manager shall be fluent in the English language.

All Contractor employees shall:

1. Be courteous at all times;
2. Arrive at the work site in uniform promptly at the scheduled time with materials necessary to properly complete the job;
3. Present credentials identifying themselves as employees of the company;
4. Be in good general health and free from communicable diseases;
5. Refer any unresolvable questions to the Project Manager, who will consult with the COR.

The Contractor's employees shall not at any time:

1. smoke in the U.S. Government facility;
2. arrive at the facility under the influence of drugs or alcohol, or even with alcohol on the breath;
3. drink alcoholic beverages on the job, even if offered;
4. engage in prolonged discussion or argument regarding the job;
5. perform any work not specified in this contract.

The Contractor shall subject its personnel to the Government's approval. The Government will run background checks on all proposed Contractor personnel. The Contractor shall provide the names, completed RSO biographic data forms (Attachment 4), 3 each 2"x2" colored ID picture, local police clearance, barangay clearance and original copy NBI clearance (not more than six months old) on all Contractor personnel who shall be used on this contract.

The Government reserves the right to deny access to U.S. owned or U.S. operated facilities to any individual.

1.5.F Vehicles. The Contractor shall ensure vehicles used in this move are in proper mechanical condition to ensure their full availability during the move period and to assure that U.S. Government property is reliably and safely transported. The Contractor shall provide all fuel and lubricants for their vehicles and equipment. Some loaded vehicles will require a U.S. Government escort to be present on the vehicle at all times during the move. The Contractor shall ensure that the vehicle has sufficient passenger space for the escort. The vehicle shall not depart without the escort. The Contractor shall follow instructions by the escort unless such instructions violate the laws of the Philippines. Non-availability of suitable vehicles or equipment shall not constitute acceptable justification for either late performance or additional cost to the Embassy. The Contractor shall provide a list of all vehicles to be used in the move (make, model/description, license number) as part of the updated move plan.

The Contractor is responsible for making all required arrangements regarding blockage of roads, halting of traffic, reserving on-street parking, truck ban, etc., with local authorities.

2. MANAGEMENT AND SUPERVISION

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

2.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services. Contractor personnel shall coordinate break times not to take place with half-loaded or fully loaded vehicles, but with empty vehicles.

2.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis.

2.4 The Contractor shall be responsible for work site safety during the move. Contractor personnel shall practice safe lifting techniques. Proper personal support equipment, such as lumbar support belts, shall be used. Potentially dangerous objects (for example, firearms, ammunition and medicines) shall be handled properly.

2.5 When moving items that require an U.S. Government escort, the escort will control the progress of moving/loading/departing/unloading, etc., and the movers shall not do anything without specific approval of the identified escort.

3. CONTRACTOR FURNISHED MATERIALS

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

- Use packing boxes (double wall corrugated) ranging in the following sizes or similar:
 - 16 x 13 x 13
 - 18 x 18 x 18
 - 19 x 19 x 30
 - 24 x 19 x 19
- Include the following packing materials:
 - Acrylic adhesive tape - similar to 3M 2.5 mil, 35 lb. tensile strength
 - Bubble wrap - 1/2" heavy duty bubble that can give maximum protection for shipping
 - Specialized 3M tape for use in protecting finish on all walls and doors
- Use moving blankets in different sizes to absorb shock/protect furniture and facilities, including grounds, floors, carpets, doors, elevators and walls, from scratches and scuff marks.
- Use cushioning materials (foam products) in handling and packing fragile, electronic and bulky items to absorb shock and buffer the humidity.

4. GOVERNMENT FURNISHED PROPERTY

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

5. DELIVERY SCHEDULE

The following items shall be delivered under this contract.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To:</u>
1.5.A – Draft Move Plan	-3-	10 days after contract award	COR
1.5.A – Final Move Plan	-3-	15 days prior to move date	COR
1.5.B – Packing Items	as needed	5 working days of notice of award	COR
1.5.E – Employee Security Checks	-2-	with Final Move Plan	COR
1.5.F – Vehicle List	-3-	with Final Move Plan	COR
8 – Insurance	-1-	within 10 days after contract award	CO
10 – Permits	-1-	within 10 days after contract award	CO

6. INVOICES AND PAYMENT

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

Financial Management Center (FMC)
 NOX 1 Building, Chancery Compound
 American Embassy Manila
 Roxas Boulevard, Ermita, Manila

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

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

8. INSURANCE

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

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 Philippine Pesos:
Per Occurrence ₱ 100,000.00
Cumulative ₱ 200,000.00

2. Property Damage on or off the site in Philippine Pesos:
Per Occurrence ₱ 100,000.00
Cumulative ₱ 200,000.00

Government As Additional Insured. 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.

9. BONDING OF EMPLOYEES

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

10. PERMITS

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

11. PERIOD OF PERFORMANCE

After contract award and submission of acceptable insurance and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of thirty days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall begin. The move shall be completed within 30 calendar days after the start date. This time period does not include the unpacked packing material collection days after completion of the move.

The moves will include agencies/offices from NOX 1 to NOX 2, agencies/offices from Chancery to NOX 2, agencies/offices from Rowe Building to NOX 2, agencies/offices from Seafront Swing Spaces to NOX 2, agencies/offices from commercial office building in Makati to NOX 2, and agencies/offices from commercial office building in Pasay to NOX 2.

Multiple Moves will include but are not limited to:

AGENCY/SECTION	CURRENT LOCATION	NEW LOCATION
ADB (LES only)	Chancery	NOX 1
APHIS	Makati	NOX 2 - 2nd floor
CLO	Seafront	NOX 2 - 2nd floor
DEA (LES only)	Seafront Swing Space	NOX 2 - 2nd floor
DOJ/Criminal Division	Rowe Building, Chancery	NOX 2 - 2nd floor
DOJ/OPDAT	Rowe Building, Chancery	NOX 2 - 2nd floor
ESC/RST	Rowe Building, Chancery	NOX 2 - 1st floor
FAS	Makati	NOX 2 - 2nd floor
FCS	Makati	NOX 2 - 2nd floor
FCS/ADB	Makati	NOX 2 - 2nd floor
FPO	NOX 1	NOX 2 - 1st floor
JUSMAG	Rowe Building, Chancery	Chancery/Seafront
NCIS (LES only)	Seafront Swing Space	NOX 2 - 2nd floor
PAS/Admin	Chancery	NOX 2 - 2nd floor
PAS/CAO	Seafront Swing Space	NOX 2 - 1st floor
PAS/IO	Chancery	NOX 2 - 2nd floor
PAS/MPR	ARC, Seafront	NOX 2 - 1st floor
PAS/PAO	Chancery	NOX 2 - 2nd floor
PAS/PSO	Seafront Swing Space	NOX 2 - 2nd floor
PAS/RELO	Seafront Swing Space	NOX 2 - 1st floor
PAS/TJIC	Seafront Swing Space	NOX 2 - 1st floor
PAS/VisDip	Chancery	NOX 2 - 2nd floor
RSO/DSIU	NOX 1	NOX 2 - 2nd floor
RSO/Escorts	NOX 1	NOX 2 - 2nd floor
RSO/MSG	Chancery	NOX 2 - 1st floor
USAID/EXO	PNB Building, Pasay	NOX 2 - 3rd floor & NOX 2 - 1st floor
USAID/Facilities Office	PNB Building, Pasay	consolidated
USAID/Mailroom	PNB Building, Pasay	NOX 2 - 1st floor
USAID/Motorpool Office	PNB Building, Pasay	consolidated
USAID/OD	PNB Building, Pasay	NOX 2 - 3rd floor
USAID/OED	PNB Building, Pasay	NOX 2 - 3rd floor
USAID/OEDG	PNB Building, Pasay	NOX 2 - 3rd floor
USAID/OEECC	PNB Building, Pasay	NOX 2 - 3rd floor
USAID/OH	PNB Building, Pasay	NOX 2 - 3rd floor
USAID/PRM	PNB Building, Pasay	NOX 2 - 3rd floor
USAID/Regional Legal Advisor	PNB Building, Pasay	NOX 2 - 3rd floor
USAID/RFSC	PNB Building, Pasay	NOX 2 - 3rd floor

USAID/RIG	PNB Building, Pasay	NOX 2 - 3rd floor
USAID/ROAA	PNB Building, Pasay	NOX 2 - 3rd floor
USAID/Systems Room	PNB Building, Pasay	NOX 2 - 1st floor

All work shall be performed during Fridays, Saturdays, Sundays and Mondays, including Philippine and American holidays, 7:00am to 10:00pm. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give at least 2 working days in advance to the COR who will consider any deviation from the hours identified above. Changes in working hours will not be a cause for a price increase. It is the Contractor's responsibility to ensure that working hours do not violate local laws and regulations.

This contract includes work on weekends and possible holidays. The Contractor shall not be entitled to additional compensation for these times, but shall include all costs in the price.

12. 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 Para	Performance Threshold
Services. Performs all packing services set forth in the scope of work.	1. thru 11.	All required services are performed and no more than one (1) customer complaint is received.

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

Standard. The performance standard is that the Government receives no more than one (1) customer complaint during the period of performance. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items, if any of the services exceed the standard.

PROCEDURES.

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

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

**ATTACHMENT 1
INVENTORY LIST FOR PAS**

**PUBLIC AFFAIRS SECTION
FILE STORAGE INVENTORY
Consolidated List by Section**

SECTION	5 Drawer Lateral	3 Drawer Lateral	5 Drawer Safe	4 Drawer Safe	3 Drawer Safe	2 Drawer Safe	Book Shelves / Cases (contents only)	Others*
PAS/CAO	1	2	3	0	13	13	8	7
PAS/IO	2	0	3	2	9	6	0	18
PAS/TJIC	1	2	0	0	9	0	40	5
PAS/PSO	2	0	0	2	4	0	2	18
Others (PAS/RELO)	0	0	0	0	0	4	0	3

*includes counts for specialized steel cabinets, wall-mounted cabinets, steel tables, 5-layer steel racks, wooden file cabinets & TV racks.

**PUBLIC AFFAIRS SECTION
EQUIPMENT INVENTORY**
Consolidated List by Section

SECTION	Computer CPU & Monitor / Laptops (CPU & monitor for stand-alone computers counted as separate units)	Printers (stand-alone & shared)	TV/DVD/Others	Other Printing/Copying/ Electronic Transmittal Equipment (typewriter, fax machine, digital sender, photocopy machine, etc.)	Other AV/Telco Equipment (camera, iPad, camcorder, etc.)	Others (surge protector, binding machine, folding machine, security vault, etc.)
PAS/CAO	44	11	4/3/0	9	4	6
PAS/IO	57	14	8/1/0	8	45	7
PAS/TJIC	23	6	1/2/0	6	7	9
PAS/PSO	23	9	6/1/5*	11	10	23
Others - Equipment in Common Spaces (ARC Space, Kalantas, etc.)	2	0	1**/0/0	1	2	15

*5 - home theaters

**1 - 60" rear projection TV

NOTE: Only Government-owned photocopy machines will be moved by the move Contractor.

PAS Move will include:

Binding machine
Book cart 3 layers
Book cart 3 layers (3 units)
Brother electric typewriter
Cabinet - 3 layer metal rack
Cabinet - 2 drawer metal cabinet
Cabinet - 3 drawer metal cabinet
Cabinet - 4 drawer filing cabinet
Cabinet - 4 drawer metal cabinet
Cabinet - 5 drawer metal cabinet (2 units)
Cabinet - book cabinet
Cabinet - book shelves
Cabinet - book shelves 2R/6L (5 units)
Cabinet - book shelves 3R/3L back to back
Cabinet - book shelves 3R/6L
Cabinet - book shelves 4 layers
Cabinet - book shelves 6L back to back
Cabinet - book shelves 6L back to back (4 units)
Cabinet - book shelves 6 layers (2 units)
Cabinet - book shelves 6 layers (2 units)
Cabinet - book shelves 6 layers/2 panels
Cabinet - book shelves 6 layers/4 panels
Cabinet - book shelves 6 layers/4 panels
Cabinet - book shelves 9R/3L
Cabinet - filing set 3 drawers
Cabinet - filing set 6 drawers
Cabinet - filing set 6 drawers
Cabinet - newspaper shelves 2R/2L
Cabinet - periodical shelves 2R/6L
Cabinet - periodical shelves 6L back to back (2 units)
Cabinet - pigeon box
Cabinet - single door cabinet
Canon copier machine
Chair - arm chair
Chair - executive chair
Chair - library chairs (21 units)
Chair - MPR Chairs (125 units)
Chair - office arm chair
Chair - two-seater sofa
Chair - arm chair
Chair - office chair
Chairs - conference chairs (18 units)
Clothes hanging rack
Clothes wooden hanging rack
Copier machine
CuisinArt coffee maker
Electric fan 12"
Electric fan 16"
Electric stand fan
Flag pole (American)
Flag pole (Philippine)

Haier personal refrigerator
Honeywell air purifier
IBM electric typewriter 1500
IBM typewriter
IT/A/V - Hyundai computer monitor
IT/A/V - Sony Bravia 32"
IT/A/V - Altec computer speaker
IT/A/V - Canon fax machine
IT/A/V - computer speaker
IT/A/V - DELL computer monitor
IT/A/V - DELL Optiplex CPU
IT/A/V - Disc Publisher Bravo II Primera
IT/A/V - Emac computer
IT/A/V - Epson computer Scan GT-15000
IT/A/V - fax machine
IT/A/V - HP Compaq computer CPU
IT/A/V - HP Compaq CPU
IT/A/V - HP Compaq DVD/CD ROM CPU
IT/A/V - HP digital sender
IT/A/V - HP LaserJet printer
IT/A/V - HP ScanJet 8390
IT/A/V - Hyundai computer monitor
IT/A/V - Panasonic 27" (2 units)
IT/A/V - printer HP color LaserJet 3600dn
IT/A/V - printer HP color LaserJet 3600dn
IT/A/V - printer HP LaserJet 2200dn
IT/A/V - printer HP LaserJet 2200dn
IT/A/V - printer HP LaserJet 2200dt
IT/A/V - printer HP LaserJet 4100
IT/A/V - printer HP LaserJet 4250dtn
IT/A/V - printer HP LaserJet 4250dtn
IT/A/V - printer HP LaserJet 4250dtn
IT/A/V - printer HP LaserJet 4350dtn
IT/A/V - printer HP LaserJet P2005
IT/A/V - printer XEROX Phaser 3600
IT/A/V - projector screen pull down type
IT/A/V - Raritan computer switch
IT/A/V - Sony Bravia 32"
IT/A/V - Sony combo player DVD/VHS
IT/A/V - Sony Wega 65" (2 units)
IT/A/V - TV Panasonic
IT/A/V - TV Toshiba LCD
IT/A/V - UPS PowerCom
IT/A/V - Xerox printer
Microwave oven
Mini ladder 3 steps
Panasonic AM/FM radio
Panasonic desk fan
Philippine flag frame
Plant box
SEM shredding machine
Shelf - book shelf

Shredder machine
Smart UPS APC 700
Sony AM/FM radio
TV rack for Panasonic (2 units)
TV rack for Sony Wega
TV rack for Sony Wega (2 units)
Table - 2 door printer table
Table - 4 drawer printer table
Table - center table (2 units)
Table - coffee table
Table - computer table
Table - conference table
Table - dictionary stand
Table - fax table
Table - library table rectangle
Table - library table square (2 units)
Table - metal folding table (8 units)
Table - night table (2 units)
Table - office table
Table - printer table
Table - round table
Table - side table (2 units)
Table - TV stand wooden
Table lamp bronze
TV rack
UPS APC
UPS Belkin
White board/cork board

**ATTACHMENT 2
INVENTORY LIST FOR USAID**

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
FILE STORAGE INVENTORY
Consolidated List by Section

SECTION	5 Drawer Lateral	3 Drawer Lateral	4 Drawer Lateral (53" H x 42" W)	5 Drawer Safe	4 Drawer Safe	2 Drawer Safe	Stand-alone Safe	5 Drawer Vertical (60" H x 18" W)	4 Drawer Vertical (52" H x 19" W)	2 Drawer Vertical (30" H x 19" W) or Pedestal Drawer	Hanging Drawer	Book Case
USAID/OD			2							12		4-AA
USAID/ROAA			18						5	23	2-A	14-AA
USAID/RFSC	4		6			1		15	2	39	4-A, 1-B	28-AA, 1-BB, 5-CC
USAID/EXO	1		14	1		1		11	8	23	17-A, 4-B, 2-C	10-AA, 2-BB, 6-CC
USAID/PRM			10					4		29	10-A	6-AA, 1-BB, 4-CC
USAID/OEECC			18							20		12-AA, 1-BB, 5-CC
USAID/OED			15							8	1-A, 1-B	4-AA, 1-CC
USAID/OEDG			15							33	1-B	17-AA, 4-CC
USAID/OH			15					1	1	30	4-A	21-AA, 2-BB, 3-CC
USAID/RIG	3	5		3	6	9						11-AA, 1-CC

LEGEND:

- A - 29.5" H x 17" W
- B - 35.0" H x 18" W
- C - 47.5" H x 27" W
- AA - 47.5" H x 40" W
- BB - 59.0" H x 36" W
- CC - 82.0" H x 40" W

USAID DMD ITEMS TO BE MOVED TO NOX2

Item Number	Description	Quantity	Size (Width x Height x Depth)
1	Servers	20	19" x 9" x 28"
2	UPS	10	19" x 3 1/2" x 28"
3	Tape Drives	6	19" x 2" x 28"
4	Communications Equipment	25	19" x 5" x 18"
5	Modems	5	8" x 4" x 15"
6	Cisco Switch	4	19" x 26" x 18"
7	Safe (Big)	1	32" x 40" x 30"
8	Safe (Medium)	1	20" x 26" x 25"
9	Safe (Small)	1	17" x 13" x 18"
10	CPU	200	8" x 16" x 17"
11	LCD Monitor	200	16" x 20" x 8"
12	Printers	12	28" x 40" x 26"
13	Racks/Shelves	8	18" x 72" x 36"
14	Toners/Fusers	250	12" x 12" x 22"
15	FE-13 Fire Suppressant	2	18" x 80" x 18"
16	Specialized Printers/Equipment	8	23" x 12" x 20"
17	Other Small Tools and Equipment	30	24" x 16" x 28"

**ATTACHMENT 3
INVENTORY LIST FOR AGENCIES/OFFICES
OTHER THAN PAS AND USAID**

**INVENTORY LIST
AGENCIES/OFFICES OTHER THAN PAS AND USAID**

Section	Computer	5 Drawer Lateral	4 Drawer Lateral	3 Drawer Lateral	Book Case/ Credenza	4 Drawer Safe	2 Drawer Safe	IT Equipment	Other
APHIS	5	1		2	3			copier, printer, fax, scanner	
DEA (LES only)	1			1				copier, printer, fax, scanner	
JUSMAG								copier, printer, fax, scanner	
NCIS (LES only)	3							copier, printer, fax, scanner	
FPO								copier, printer, fax, scanner	
DOJ/Criminal Division	2	7			6			copier, printer, fax, scanner	
DOJ/OPDAT	2	1			3		1	copier, printer, fax, scanner	
ESC/RST	9	4		4	3			copier, printer, fax, scanner	
FAS	9	10		10	2		1	copier, printer, fax, scanner	4' x 3' wine cooler; packed food items
FCS/ADB	5	2		8				copier, printer, fax, scanner	
FCS	16	29		7	13			copier, printer, fax, scanner	60" TV
RSO/DSIU		19		13		1		copier, printer, fax, scanner	
RSO/Escorts								copier, printer, fax, scanner	
RSO/MSG	2	2		2	2	2		copier, printer, fax, scanner	
ADB (LES only)								copier, printer, fax, scanner	
CLO	4		4					copier, printer, fax, scanner	books

NOTE: Only Government-owned copiers will be moved by the move contractor.

ATTACHMENT 4
RSO BIOGRAPHIC DATA FORM

SECTION 2 - CONTRACT CLAUSES

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

Addendum to FAR 52.212-4 - none

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (May 2012)

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

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

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

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

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

- __ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- __ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- __ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- __ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- __ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- __ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- __ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- __ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- __ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- __ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - __ (ii) Alternate I (DEC 2007) of 52.223-16.
- X** (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- __ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- __ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
 - __ (ii) Alternate I (Mar 2012) of 52.225-3.
 - __ (iii) Alternate II (Mar 2012) of 52.225-3.
 - __ (iv) Alternate III (Mar 2012) of 52.225-3.
- __ (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X** (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

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

__ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

__ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

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

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

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

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

ADDENDUM TO CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

- 52.204-9 Personal Identify Verification for Contractor Personnel (JAN 2011)
- 52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)
- 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
- 52.228-5 Insurance Work on a Government Installation (JAN 1997)
- 52.247-5 Familiarization with Conditions (APR 1984)
- 52.247-12 Supervision, Labor, or Materials (APR 1984)
- 52.247-13 Accessorial Services – Moving Contracts (APR 1984)
- 52.247-15 Contractor Responsibility for Loading and Unloading (APR 1984)
- 52.247-17 Charges (APR 1984)
- 52.247-21 Contractor Liability for Personal Injury and/or Property Damage (APR 1984)
- 52.247-22 Contractor Liability for Loss of and/or Damage to Freight other than Household Goods (APR 1984)
- 52.247-26 Government Direction and Marking (APR 1984)
- 52.247-27 Contract Not Affected by Oral Agreement (APR 1984)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012) (DEVIATION)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (2) The Contractor's CAGE code is in the **SAM** database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the **SAM** database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

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

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

New Year's Day (U.S./PHL)	January 1
M. L. King Jr. Day (U.S.)	3 rd Monday of January
U.S. President's Day (U.S.)	3 rd Monday of February
Maundy Thursday (PHL)	Movable Date
Good Friday (PHL)	Movable Date
Bataan & Corregidor/Heroism Day (PHL)	April 9
Philippine Labor Day (PHL)	May 1
U.S. Memorial Day (U.S.)	Last Monday of May
Philippine Independence Day (PHL)	June 12
U.S. Independence Day (U.S.)	July 4
Eid'1 Fitr (PHL)	Movable Date
Ninoy Aquino Day (PHL)	August 21
U.S. Labor Day (U.S.)	1 st Monday of September
Columbus Day (U.S.)	2 nd Monday of October
All Saints' Day (PHL)	November 1
U.S. Veterans Day (U.S.)	November 11
U.S. Thanksgiving Day (U.S.)	4 th Thursday of November
Christmas Day (U.S./PHL)	December 25
Rizal Day (PHL)	December 30
Last Day of the Year (PHL)	December 31

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

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

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

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President,

failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

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

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

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1 Instructions to Offerors -- Commercial Items (FEB 2012) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

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

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24 and 30, as appropriate), Section 1 (Prices), and Section 5 (Representations and Certifications) have been filled out.

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

- (1) Resumes of the proposed Project Manager and Deputy Project Managers for this project who understand written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients, demonstrating experience for the same or similar work within the last three (3) years with relevant past performance information and references, to include but not be limited to:
 - (a) Customer's name, address, telephone and fax numbers, and name of customer's lead contact or technical personnel;
 - (b) Date of contract award, place(s) of performance, completion date and contract peso value; and
 - (c) Brief description of the work, including responsibilities;
- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work, to include but not be limited to:
 - (a) Financial statements, describing your financial condition and capability including the audited balance sheet, income statement and cash flow statement for the past three (3) years;
 - (b) Certification of credit lines with banks/financial institutions and suppliers; and
 - (c) List of company-owned tools, equipment and **vehicles** to be used for this project, providing full description (to include capacity/size/weight limits of cargo area), quantity and condition, with copies of corresponding Certificate of Registration (CR) and OR;

- (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2), to include but not be limited to DTI/SEC Registration and Mayor's/Business Permit;
- (6) A written quality assurance plan describing steps the company will take to ensure the quality of service required by the contract is provided; and
- (7) 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.

A.3. Offers/quotations shall consist of all the requirements of Section 3.A. and be submitted in the following volumes:

- (1) Volume I : Paragraph A.1. – 2 sets (original + 1 duplicate copy)
- (2) Volume II : Paragraph A.2. – 4 sets (original + 3 duplicate copies)

Failure to submit the required number of copies may render the offer/quotation unacceptable and may not be considered for evaluation.

Any deviations, exceptions or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation/request for quotation (RFQ) shall be identified and explained/justified in the appropriate volume of the offer by the offeror/quoter.

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

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

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

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

- 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -- DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

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

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

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

maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Mr. Robert Riley, at (632) 301-2000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

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

SECTION 4 - EVALUATION FACTORS

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

(a) Compliance Review. The Government will perform an initial review of offers/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable and exclude from further consideration offers/quotations that are missing required information and do not conform to the solicitation.

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

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

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

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

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

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

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

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

SITE VISIT AND PRE-QUOTATION CONFERENCE:

The Government will hold a site visit followed by a pre-quotation conference to discuss the requirements of this solicitation **on December 11, 2012 at 7:30am at the American Embassy Manila**. Offerors interested in attending should contact the following individual:

NAME	TELEPHONE NUMBER	FAX NUMBER
Jane Ocampo	(632) 301-2713	(632) 548-6762 or
Jewel Acuzar	(632) 301-2973	(632) 548-6764

NOTE TO INTERESTED VENDORS – Due to security concerns, all offerors must contact the above and fax the individual’s name and company name of all individuals who will represent the company at the pre-quotation conference and site visit. On the date of the conference and site visit, company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the conference and site visit without prior notification will be denied entry.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (APR 2012).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate 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 o is, o 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 o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate 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 o is a women-owned business concern.

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

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

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

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

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that

no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

[List as necessary]

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

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

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

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Line Item No. Country of Origin

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured

child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) *Type of organization*.

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

o Other _____.

(5) *Common parent.*

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

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

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

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

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

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

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

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

(End of provision)

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

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

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

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

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

(b) The contracting officer has determined that for performance in the country of the Philippines

Workers' compensation laws exist that will cover local nationals and third country nationals.

Workers' compensation laws do not exist that will cover local nationals and third country nationals.

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