

US Embassy Ulaanbaatar

November 01, 2013

To: Prospective Quoters

Subject: Request for Quotations number SMG10014Q0003

Enclosed is a Request for Quotations (RFQ) for night transportation service to Local Guard Force. 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 that follows this letter.

The U.S. Government 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 **November 11, 2013**

Sincerely,

Thomas Czerwinski
Contracting Officer

Enclosure:

SF 1449 Cover Sheet

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
PAGE 1 OF 1 of #2

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE
December 1, 2013 4. ORDER NUMBER 5. SOLICITATION NUMBER
SMG10014Q0003 6. SOLICITATION ISSUE DATE
11/01/2013

7. FOR SOLICITATION INFORMATION CALL:  a. NAME
Thomas Czerwinski, Contracting Officer b. TELEPHONE NUMBER(No collect calls)
7007-6169 8. OFFER DUE DATE/ LOCAL TIME
11/11/2013 @ 5:00PM

9. CODE ISSUED BY 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: ___ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS
 HUBZONE SMALL BUSINESS (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EDWOSB
 8 (A) SIZE STANDARD:

US Embassy Ulaanbaatar
Big Ring Road
Microdistrict XI
Ulaanbaatar Mongolia

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED 12. DISCOUNT TERMS
X SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING
14. METHOD OF SOLICITATION
X RFQ IFB RFP

15. DELIVER TO CODE 16. ADMINISTERED BY CODE
US Embassy Ulaanbaatar Thomas Czerwinski, Contracting Officer
Big Ring Road
Microdistrict X
Ulaanbaatar Mongolia

17a. Contractor/Offeror CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE
US Embassy Ulaanbaatar
Financial Management Office
Big Ring Road
Microdistrict XI
Ulaanbaatar Mongolia

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 SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|--|--------------|----------|----------------|------------|
| | see continuation page for line item details. <i>(Use Reverse and/or Attach Additional Sheets as</i> | | | | |

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA X ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.

29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print)
Thomas Czerwinski 31c. DATE SIGNED

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 0001 | Base Year Service: Daily shuttle transportation from December 01, 2013 - November 30, 2014 | 1 | 12 mo | | |
| 0002 | Option Year 1: Daily shuttle transportation from December 01, 2014 - November 30, 2015 | 1 | 12 mo | | |
| 0003 | Option Year 2: Daily shuttle transportation from December 01, 2015 - November 30, 2016 | 1 | 12 mo | | |

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 | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER | |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | |
| 38. S/R ACCOUNT NO. | 39. S/R VOUCHER NO. | 40. PAID BY | | | |
| 41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 42a. RECEIVED BY (Print) | | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | | 42b. RECEIVED AT (Location) | |
| | | | | 42c. DATE REC'D (YY/MM/DD) | 42d. TOTAL CONTAINERS |

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449,
RFQ NUMBER SMG10014Q0003
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. THE STATEMENT OF SERVICES:

The Contractor shall provide Transportation Service to transport US Government employees along the routes listed below.

The Contractor shall provide commercial ground transportation services using a van, minivan, motor coach, bus or other passenger vehicle for scheduled pick up and drop offs at the pre-determined locations.

The contractor must supply all vehicles, dispatching, management, supervision, personnel including drivers, uniforms, communication systems, permits, licenses, materials, reports, supplies, insurance or any other item so as to ensure the performance of all services described in this contract. The Contractor will ensure that it's firm and staff maintain any generally required professional certification, accreditation, license, bond and proficiency relative to their area of expertise. The Contractor shall retain and make available upon request this documentation and records.

DESCRIPTION OF ROUTES

The selected Offeror must run two routes daily. Every day the first route shall pick up five (5) passengers in the mornings starting from 05:15 A.M and drop off at the Embassy at 06:00 A.M. The second route shall pick up five (5) passengers from the Embassy parking lot at 06.00 A.M and drop off them to their destination spot.

The table below lists pickup and drop off points of all the route passengers. The Government Technical Monitor (GTM) shall inform which route will run every day to the Contractor.

| | Pick up location | Drop off location |
|----|---|-----------------------------|
| 1 | Цэцэг төв | American Embassy or reverse |
| 2 | Буянт ухаагын 19-9, эцсийн буудлаас хойш цагаан худаг | American Embassy or reverse |
| 3 | Хүүхдийн 100-р дэлгүүрийн хажуугаас | American Embassy or reverse |
| 4 | Цайз зах "Саруул Тэнгэр" хотхон | American Embassy or reverse |
| 5 | Нархан хотхон, Махатма Ганди гудамж | American Embassy or reverse |
| 6 | 19-р хороолол 75-р сургуулийн хажууд | American Embassy or reverse |
| 7 | Модны 2 "Түндэмүн" сауны хажууд | American Embassy or reverse |
| 8 | Баян хошуу хуучин эцэс | American Embassy or reverse |
| 9 | Офицерүүдийн ордон, "Тэнгэр" худалдааны төв | American Embassy or reverse |
| 10 | 3,4 хороолол "Алтан төгрөг" | American Embassy or reverse |
| 11 | 120 мянгат, bus stop | American Embassy or reverse |
| 12 | Сонгино хайрхан дүүрэг, "Орчлон" хороолол | American Embassy or reverse |
| 13 | Дарь эхийн хуучин эцэс | American Embassy or reverse |
| 14 | Сансар Монхангай | American Embassy or reverse |
| 15 | Яармагын хуучин эцэс | American Embassy or reverse |
| 16 | Хүүхдийн 2 эмнэлэгийн хажууд | American Embassy or reverse |
| 17 | Гандангын зүүн хойно, Питровис штс | American Embassy or reverse |
| 18 | Циркийн зүүн тал | American Embassy or reverse |
| 19 | Баян зүрх захын хажууд | American Embassy or reverse |

| | | |
|----|---|-----------------------------|
| 20 | 3,4 хороолол Чилүүгэн hotel | American Embassy or reverse |
| 21 | Баянхошуу, хуучин эцсийн тойрог | American Embassy or reverse |
| 22 | 100 айл, УБЦТ-н хойно 53-р байр | American Embassy or reverse |
| 23 | 10-р хороолол, bus stop | American Embassy or reverse |
| 24 | 3,4 хороолол, Номингийн ард 10-р байр | American Embassy or reverse |
| 25 | Нисэх эмийн сантай 7-р байр | American Embassy or reverse |
| 26 | 3,4 хороололын эцэс | American Embassy or reverse |
| 27 | Дэнжийн 1000, зам гүүрийн авто бааз | American Embassy or reverse |
| 28 | Од кино театрын эсрэг тал | American Embassy or reverse |
| 29 | 805 ангийн хойно энхүүш дэлгүүр | American Embassy or reverse |
| 30 | 3,4 хороолол 13-р сургуулийн ард | American Embassy or reverse |
| 31 | Модны 2, Аморе hotel | American Embassy or reverse |
| 32 | Хөдөө аж ахуйн Яамны урд | American Embassy or reverse |
| 33 | Их дэлгүүрийн урд, Хаан буузны дэргэд | American Embassy or reverse |
| 34 | Бэлх хуучин эцэс 51-р гудамж | American Embassy or reverse |
| 35 | 4-р хороолол 54-р сургуулийн урд | American Embassy or reverse |
| 36 | 7 буудлаас хойш, цагдаагийн постны дэргэд | American Embassy or reverse |
| 37 | Сансар Баянцээл, цагдаагийн постны дэргэд | American Embassy or reverse |
| 38 | Цайзаас хойш микроны эцэс, зүүн Алтан өлгий | American Embassy or reverse |

PERIOD COVERED BY THE SCOPE OF WORK:

- A. Base year: **1 December 2013 – 30 November 2014**
- B. Option year 1: **1 December 2014 – 30 November 2015**
- C. Option year 2: **1 December 2015 – 30 November 2016**

CONTRACTOR RESPONSIBILITIES

1. The Contractor is fully responsible to provide vehicles including all expenditures associated with fuel, repair, maintenance, garaging, and insurance. The vehicles must be in excellent mechanical condition with working heat and air conditioning. Vehicles must be clean and well-maintained. The vehicles must be factory rated to carry the number of passengers assigned to each route. The vehicle must have a seat and a seat-belt for every passenger assigned to the route. The US Government reserves the right to inspect vehicles. If the US Government tells the contractor in writing that a vehicle is unacceptable, the contractor must either bring the vehicle into acceptable condition or find another acceptable vehicle within 24 hours.
2. The Contractor is fully responsible to provide drivers for the vehicles. Driver employed to perform services shall be experienced and competent in the performance of such services. All drivers must have been continuously licensed to drive at least 12 months before operating a vehicle. Drivers should have a clean criminal history and a clean driving record. The US Government must approve all drivers before they drive the vehicles. The US Government may declare a driver unacceptable at any time.
3. Each driver will maintain regular personal hygiene and grooming. Hair, including facial, must be neatly trimmed and maintained in a conservative style; long hair must be secured and worn under a hat. The driver(s) will present themselves in a professional and business like manner while on duty and be responsible for enforcing all passenger safety regulations and rules as well as maintaining an orderly and clean interior of their assigned vehicle.

4. The internal temperature of the vehicle cabin must be between 18 degrees and 25 degrees Celsius whenever passengers are inside the vehicle.
5. The vehicles must be placed in centrally-heated garages during the night.
6. Drivers must always wear a safety belt, and must confirm that all passengers are seated and wearing a safety belt before departure.
7. In the event that the Contractor is unable to provide service, the Contractor is fully responsible to find a temporary replacement vehicle and driver and must notify the Embassy 24 hours in advance. The replacement vehicle and driver must meet the same qualifications as above.
8. The Contractor must carry liability insurance on its vehicles and drivers. The Contractor is solely responsible for any and all claims of liability, which might arise while performing the duties outlined in the statement of services. The US Government will not be responsible in any way for damage to or loss of vehicles, supplies, materials, tools, equipment, or personal property belonging to the contractor or their employees.
9. The Contractor must compensate the Embassy for taxi fare in the case of employees missing work due to Contractor or contractor employee's fault
10. The Contractor is obligated to comply with the generally accepted standards for vehicle operation and maintenance practices. As a minimum, the Contractor shall comply with all provisions, applicable statutes and agreements which may affect safety. Compliance with published standards may not, standing alone, constitute compliance with generally accepted standards of operation, training or maintenance. Drivers must follow all Mongolian driving laws, shall maintain control of their vehicles, and shall drive safely including not speeding.
11. The Contractor shall ensure all operating equipment is properly maintained. Contractor must have in place a company program ensuring the systematic inspection and maintenance of all vehicles in the contractor's control. All parts and accessories must be in safe and reliable condition at all times. This includes, but is not limited to vehicles brake system, hazard and warning signals, head lamps or lights, parking brake system, reflective material strip and tail lamps, turn signals and other accessories that may effect the safe operation of the vehicles.
12. In the event of an accident or failure of a vehicle, the contractor's driver shall do his/her utmost to ensure the safety of all passengers. The Contractor shall immediately dispatch vehicle(s) to the scene to transport stranded passengers while simultaneously notifying the CO/COR of the incident and any/all actions taken. The services shall not be considered restored until the Contractor officially notifies the CO/COR. If the Contractor fails to repair or replace the inoperative vehicle with a similar vehicle as outlined, the US Government, at its option may elect to secure a replacement vehicle from other sources regardless of the reasons causing the downtime. The Contractor shall be assessed for any cost incurred in securing replacement services.
13. The Contractor shall keep records and logs of mileage, maintenance, accidents and repairs for all vehicles used under this contract for verification purposes. The Contractor shall keep vehicle inspection records for at least one year. The Contractor shall also maintain employee-training records including safety training. The records shall be available upon request.

DISCONTINUATION

If the Contractor's performance is inadequate, the Embassy shall meet with the Contractor to discuss the poor performance. If the Contractor is unable to provide the requested service, the Embassy shall provide pro-rated

payment for the period of the adequate performance of services and discontinue further services from the vendor.

CONTINUATION TO SF-1449

RFQ NUMBER SMG10014Q0003

PRICES, BLOCK 23

II. PRICING

Pricing is for a firm fixed price contract. The base performance period shall be for twelve (12) months (December 1, 2013 – November 30, 2014), with options for two (2) additional twelve-month periods. All Offerors must submit a Lump Sum offer separately for the base year as well as the option years.

| <u>Item</u> | <u>Description</u> | <u>Quantity</u> | <u>Unit of Measure</u> | <u>Price</u> | <u>Total</u> |
|-------------|---|-----------------|--------------------------|--------------------|--------------|
| 0001 | Base Year Service: Daily shuttle bus from December 01, 2013 – November 30, 2014 | 1 | Twelve months of service | | |
| 0002 | Option Year 1: Daily shuttle bus from December 1, 2014 – November 30, 2015 | 1 | Twelve months of service | | |
| 0003 | Option Year 2: Daily shuttle bus from December 1, 2015 - November30, 2016 | 1 | Twelve months of service | | |
| | | | | GRAND TOTAL | |

III. VALUE ADDED TAX

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

Sings and stamps are required. Each VAT form has an original and one copy - the contractor keeps the original and gives the Embassy the other copy (pink). This copy along with the invoice is for the Embassy’s Financial Management Unit.

The US Embassy VAT registration number is 0002453

IV. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price contract is for night transportation service to Local Guard Force (LGF) in accordance with the Statement of Services.

- B. The contract will be for a one-year period from the date of the contract award, with two one-year options.
- C. Quality Assurance Plan
1. SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
 2. STANDARD. The performance standard is that the Government receives no more than three (3) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.
 3. PROCEDURES.
 - a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
 - b) The COR will complete appropriate documentation to record the complaint.
 - c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
 - d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
 - e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
 - f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
 - g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
 - h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

[END OF SECTION]

SECTION 2 - CONTRACT CLAUSES

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

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

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (JAN 2013)

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

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

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

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference 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 (Aug 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

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

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

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

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

___ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

___ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (11) [Reserved]

- ___ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- ___ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- ___ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- ___ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (21) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- ___ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ___ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- ___ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- ___ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- ___ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- ___ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) [52.222-54](#), Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

__ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

__ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of [52.223-16](#).

X (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

__ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (Mar 2012) of [52.225-3](#).

__ (iii) Alternate II (Mar 2012) of [52.225-3](#).

__ (iv) Alternate III (Nov 2012) of [52.225-3](#).

__ (41) [52.225-5](#), Trade Agreements (NOV 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

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

X (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 U.S.C. 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) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

— (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (9) [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) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(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 (JUL 2012).

(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

FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the

links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

| <u>CLAUSE</u> | <u>TITLE AND DATE</u> |
|---------------|--|
| 52.225-14 | 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) |

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

- a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

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

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

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

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

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

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

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

652.242-70 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 Facilities Manager
- c) The COR has appointed Government Technical Monitors (GTM). The GTMs for this Contract are Dan Foster, Facilities Manager, Togoontumur Yura, Travel & Transportation Clerk, Narantungalag Byamba, Travel Clerk

[END OF SECTION]

SECTION 3 - SOLICITATION PROVISIONS

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

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

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

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

1. List of clients over the past two (2) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Mongolia then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - a. Quality of services provided under the contract;
 - b. Compliance with contract terms and conditions;
 - c. Effectiveness of management;
 - d. Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - e. Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.
2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
4. The offeror should provide its DUNS (Dun and Broadstreet) number. The Government will use this information to check for exclusions in the System of Award Management (SAM.gov). At the time of the close of this solicitation, the offeror must be registered and listed in SAM.gov with no exclusions. The Government will not make an award to any offeror that is not registered with SAM.gov or that is listed in SAM.gov with exclusions.

ADDENDUM TO SOLICITATION PROVISIONS

FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

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

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

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

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

CLAUSE

TITLE AND DATE

52.214-34 Submission of Offers in the English Language (APR 1991)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (Dec 2012)

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

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

- (a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, 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. 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.

Procedures – On the SF-1449:

- Complete blocks 1 - 4 (Block 1 need not be completed if post does not use requisition numbers)
- Complete blocks 5 - 11;
- Complete block 12 if completed by the contractor in its offer/quotation;
- Leave blocks 13a and 13b blank;
- Complete blocks 14 - 26;
- Leave block 27a blank;
- Complete blocks 27b - 28;
- Leave block 29 blank;
- Quoter completes blocks 30a - 30c; and
- The Contracting Officer completes blocks 31a - 31c.

Blocks 32a through 40 are part of the contract administration process.

The contractor will sign first, followed by the Contracting Officer. Complete any other fill-ins previously left blank in the attachments and addenda. The entire solicitation will form the contract with the exception of the attachments addressed in block 27a that were only part of the solicitation and do not become part of the contract. Include in the contract file the SF-1449 used for the solicitation and offer.

This method allows you to include solicitation amendments by changes to the text of the document. For instance, if Amendment 1 changed the performance period, then you will revise the sections that address performance dates. If you issued an amendment solely to extend the closing date, then no change is necessary in the text of the contract.

Complete the prices and any other fill-ins previously left blank must also be completed at this time. You may either insert the pricing pages from the contractor's quotation or enter the prices from the quotation in the text of the contract.

[END OF SECTION]

SECTION 4 - EVALUATION FACTORS

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

In order to be considered acceptable and responsible, the offeror must 1) have a DUNS number; 2) be registered in SAM.gov; and 3) be listed with no exclusions in the SAM database at the close of the solicitation period

ADDENDUM TO EVALUATION FACTORS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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.

[END OF SECTION]

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b)

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

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

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

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

(2) *Veteran-owned small business concern.* 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.* The offeror represents as part of its offer that it _____ (is / is not) a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* The offeror represents, for general statistical purposes, that it _____ (is / is not) a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* The offeror represents that it _____ (is / is not) a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. The offeror represents that—

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

(ii) It _____ (is / is not) a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. 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. The offeror represents that—

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

(ii) It _____ (is / is not) a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. 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).* The offeror represents that it _____ (is / is not) 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: _____ N/A _____

(10) RESERVED

(11) *HUBZone small business concern.* The offeror represents, as part of its offer, that—

(i) It _____ (is / is not) a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business

Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It _____ (is / is not) a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(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 / has not) not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

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

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

(e) RESERVED / NOT APPLICABLE

(f) RESERVED / NOT APPLICABLE

(g) RESERVED / NOT APPLICABLE

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

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

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

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

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

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

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

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

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a

final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*).

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.*

(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—
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.)

(1) NOT APPLICABLE

(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.

(l) RESERVED/NOT APPLICABLE

(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)