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REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ _ IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			Page 2 of 37	
1. REQUEST NO. SPM07013Q0030	2. DATE ISSUED 6/17/2013	3. REQUISITION/PURCHASE REQUEST NO. PR2511173	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY AMERICAN EMBASSY PANAMA CITY APARTADO 0816-02561, ATTN: GSO PANAMA,			6. DELIVER BY (Date)			
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY			
NAME Teresa Guardia		TELEPHONE NUMBER 317-5309		<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
8. TO:			9. DESTINATION			
a. NAME N/A			b. COMPANY NOVENDOR		a. NAME OF CONSIGNEE AMERICAN EMBASSY PANAMA CITY	
c. STREET ADDRESS			b. STREET ADDRESS GSO ANNEX, CLAYTON, ATTN: FAC			
d. CITY			c. CITY PANAMA CITY			
d. CITY		e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 7/9/2013		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE LINE ITEMS ** SUBJECT TO AVAILABILITY OF FUNDS**					
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)		d. CALENDAR DAYS
						NUMBER PERCENTAGE
NOTE: Additional provisions and representations [] are [] are not attached.						
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER						
STREET ADDRESS			16. SIGNER			
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE	
d. CITY			e. STATE		AREA CODE	
f. ZIP CODE			c. TITLE (Type or print)		NUMBER	

11. SCHEDULE

(Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	NEC Pool maintenance services - Base year and 4 option years	1	ALL	\$	\$
2	CMR Pool Maintenance Services - Base year and 4 option years	1	ALL	\$	\$

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER SPM070-13-Q-0030 PRICES, BLOCK 23

I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price purchase order is for ***swimming pool maintenance services for the New Embassy Compound (NEC) in Clayton and the Chief of Mission’s residence (CMR) in La Cresta*** in accordance with Section 1, ***continuation to SF-1449, schedule of Services.***
- B. The contract will be for a one-year period from the date of the contract award, with **four (4)** one-year options.
- C. Temporary additional Services are services that are defined as Standard Services but are required on days other than the scheduled dates. This work shall be performed by Contractor trained employees and shall not be subcontracted. The COR will inform the Contractor with 24 hours in advance.
- D. The contractor shall include in its next regular invoice details of the temporary additional services and include a copy of the CORs written confirmation for the temporary services

II. PRICING

A. CLIN 001 – NEC Pool Maintenance Service

Line Item #	Description	Unit of Measure	Unit Price	Quantity	Total (Year)
001	Base Year	Month	\$	12	\$
002	First Option Year	Month	\$	12	\$
003	Second Option Year	Month	\$	12	\$
004	Third Option Year	Month	\$	12	\$
005	Fourth Option Year	Month	\$	12	\$
	TOTAL CLIN 001				\$

B. CLIN 002 – CMR Pool Maintenance Service

Line Item #	Description	Unit of Measure	Unit Price	Quantity	Total (Year)
001	Base Year	Month	\$	12	\$
002	First Option Year	Month	\$	12	\$
003	Second Option Year	Month	\$	12	\$
004	Third Option Year	Month	\$	12	\$
005	Fourth Option Year	Month	\$	12	\$
	TOTAL CLIN 002				\$

C. CLIN 003 – Temporary Additional services (per day)

1. Base Year

Line Item No.	Description	Unit Price per additional visit
011	NEC Pool	\$
012	CMR Pool	\$

2. First Option Year

Line Item No.	Description	Unit Price per additional visit
013	NEC Pool	\$
014	CMR Pool	\$

3. Second Option Year

Line Item No.	Description	Unit Price per additional visit
015	NEC Pool	\$
016	CMR Pool	\$

4. Third Option Year

Line Item No.	Description	Unit Price per additional visit
017	NEC Pool	\$
018	CMR Pool	\$

5. Fourth Option Year

Line Item No.	Description	Unit Price per additional visit
019	NEC Pool	\$
020	CMR Pool	\$

D. GRAND TOTAL (CLIN 001 + CLIN 002 + CLIN 003).....US\$_____

CONTINUATION TO SF-1449, RFQ NUMBER SPM07013Q0030
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The contractor shall perform pool maintenance and cleaning services to include, but not limited to, cleaning the deck and tiles, cleaning/skimming the pool water surface, **checking the required levels of water parameters like free chlorine, pH, alkalinity, filters pressure drop and pool water level**, checking the pool equipment, cleaning the floor, and brushing the walls and bottom of the pool. The contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work in this contract. The contractor shall also furnish and apply the chemical materials and tools required to perform the work.

The contractor shall schedule cleaning to ensure that it is done in the order and time frame that are most efficient and have the least impact on normal operations. Contractor employees shall be on site only for contractual duties and not for other business purposes. Access to pool areas are restricted and can only be entered during scheduled times.

The types of services detailed below are to be performed at the pools in the New Embassy Compound (NEC) in Clayton and the Chief of Mission's Residence (CMR) in La Cresta.

1.1. **Daily** pool service requirements shall consist of:

Standard Services during the **Dry Season** shall be performed **every weekday (five days)** from Monday to Friday, and Standard Services during the **Rainy Season** shall be performed three times a week on Mondays, Wednesdays and Fridays. These days may be subject to change. **Standard Services** not performed on a HOLIDAY must be conducted the next working day. Work Standard Services include the following work:

- 1.1.1. Clean area around the pool which consists in removal of leaves or any other trash in and around *it*. Sweep debris from walkways and clean them with a hose.
- 1.1.2. Skim surface by removing the dirt floating on the surface of the water with a leaf rake and telepole. As the net fills, empty it into the trash can or plastic garbage can. The skimming debris must not be emptied into the garden or on the lawn.
- 1.1.3. Scrape the tile line using a rubber-plastic edge gasket on the leaf rake to prevent scratching the tile. Use tile soap and tile brush to clean tiles. Scrub below the waterline as well as above. Never use abrasive brushes or scouring pads to clean tiles, they may cause scratches.
- 1.1.4. Water level must be checked each time the pool is serviced to keep it at the acceptable level per manufacturer's recommendation. Water level may need to be raised or lowered to compensate for normal water evaporation or rainfall respectively.
- 1.1.5. Check the equipment and maintain the support system. Clean out the pool's skimmer basket and empty the contents of the skimmer basket into a trash can or garbage bag. Open and clean the pump strainer basket and check the pressure of the filter. Check the time clock and set it for daily filter runs.
- 1.1.6. Power up and adjust pool equipment to check for proper operation and optimize its performance.
- 1.1.7. Look for leaks or early signs of equipment failure. Clean up the equipment area by removing leaves from around the motor vents, clear drains of debris that could prevent water draining away from equipment during rain.
- 1.1.8. Brush the walls and bottom of pool by vacuuming the filter or vacuuming with the leaf master. Vacuuming the filter collects the dirt from the pool and sends it to the

circulation system. Vacuuming with a leaf master should be used when pool is littered with leaves or heavy debris, then allowing the debris to settle and vacuum to the filter.

- 1.1.9. Vacuum the bottom and the pool's sides emptying the basket or cleaning filters as many times as required.
 - 1.1.10. Maintain pool free of algae. Remove algae from pool surfaces either by vacuuming or by brushing the walls and bottom of pool always directing dirt toward the main drain so it is sucked to the filter.
 - 1.1.11. Test water chemistry and add needed chemicals to maintain proper alkalinity, pH and chlorine balance within normal operating environment. Maintain water clear, sparkling and free of contaminants such as algae and organic waste.
 - 1.1.12. Apply chemicals needed according to the result of the water analysis.
 - 1.1.13. Backwash filter.
 - 1.1.14. Prepare a technical report to detail service provided as well as any irregularity or malfunction observed.
- 1.2. **Monthly** pool service requirements shall consist of:
- 1.2.1. Testing water for chlorine residual, pH, total alkalinity, and acid (or base) demand, calcium hardness or total hardness and total dissolved solids.
 - 1.2.2. Cleaning filter with a filter cleaner to remove any oils and grease that may have accumulated in the filter.
 - 1.2.3. Checking for cracks in the tiles or on the pool walls and reporting any damage as soon as detected.
- 1.3. **Quarterly** pool service requirements shall consist of:
- 1.3.1 Replacing the pool filter.
- 1.4. **Semi-annual pool service requirements shall consist of:**
- 1.4.1 Shutdown and Startup all equipment
 - 1.4.2 Check and clean the panel ventilation fan.
 - 1.4.3 Inspect centrifugal pump
 - 1.4.4 Clean panel interior
 - 1.4.5 Clean ventilation filter and fan (if applicable)
- 1.5. **Annual pool service** requirements shall consist of:
- 1.5.1 Replacing the O-ring and other worn-down parts of pool filter.
 - 1.5.2 Clean and lubricate the centrifugal pump and motor.
 - 1.5.3 Clean and inspect motor.
 - 1.5.4 Clean and inspect motor starter
 - 1.5.5 Operational test motor starter.
- 1.6. **Every three years service** requirements shall consist of:
- 1.6.1 Clean, inspect and tighten connections of low voltage dry-type transformer
 - 1.6.2 Check secondary output voltage
- 1.7. End of contract service requirements – Pool must be turned in at optimal conditions with all maintenance services performed to include annual revisions.

2. MANAGEMENT AND SUPERVISION

- 2.1. The contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor 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 without placing a burden on the security personnel of the Post. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

3. PERSONNEL

- 3.1. General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

3.2. Personnel Security

- 3.2.1. After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the purchase order. The Contractor shall include a list of workers assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take at least **four (4) weeks** to perform. For each individual the list shall include:

Full Name
Current Address
Current Phone Number
Date of Birth (MMDDYYYY)
Place of Birth
Nationality
Identification number

All Contractor employees are required to submit the Regional Security Office Name Check form as shown Attachment A.

- 3.2.2. All Contractor personnel, after they are approved, will be escorted by Facilities personnel at all times.

4. MATERIALS AND EQUIPMENT

The contractor shall provide all the supplies and equipment including, but not limited to, pool chemicals, filters, brooms, leaf rake, telepole, detergents, garbage bags, etc. to perform the work identified in this contract.

5. INSURANCE

5.1. Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

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

5.2.1 Bodily Injury stated in US Dollars:

5.2.1.1 Per Person **\$10,000**

5.2.1.2 Per Occurrence **\$25,000**

5.2.2 Property Damage stated in US Dollars:

5.2.2.1 Per Occurrence **\$25,000**

5.2.3 Workers' Compensation and Employer's Liability

5.2.3.1 Workers' Compensational and Occupational Disease Statutory, as required by Panamanian Law

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

5.4. The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- any property of the Contractor,
- its officers,
- agents,
- servants,
- employees, or
- any other person,

arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

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

- 5.6. 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.
- 5.7. Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

6. LAWS AND REGULATIONS

- 6.1. Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.
- 6.2. The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

7. DEFINITIONS

“Rainy Season” is defined as the period between **April 16** and **December 14**.

“Dry Season” is defined as the period between **December 15** and **April 15**.

“CMR” is defined as the Chief of Mission Residence, La Cresta.

“NEC” is defined as the New Embassy **Compound #783**, Demetrio B. Lakas **Avenue**, Clayton.

8. QUALITY ASSURANCE PLAN (QAP).

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP 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 conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<p><u>Services.</u> Performs pool maintenance and cleaning services as set forth in the performance work statement (PWS).</p>	<p>2</p>	<p>All required services are performed and no more than one (1) customer complaint is received per month.</p>

1. SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
2. STANDARD. The performance standard is that the Government receives no more than **one (1)** customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.
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.

ATTACHMENT C – POOL DIMENSIONS in FEET (METERS)

	Length	Width	Shallow end Depth	Deep end depth
NEC Pool	82 (25.0)	26.24 (8.0)	3.5	5
CMR Pool	40	20	3.0	12

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:

	Clause Number and Title
	(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—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).

	<u>(27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).</u>
	<u>(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).</u>
	<u>(29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</u>
	(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).
	<u>(32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).</u>
	<u>(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).</u>
	(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).
	<u>(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).</u>
	<u>(ii) Alternate I (Dec 2007) of 52.223-16.</u>
X	<u>(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).</u>
	(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).
	<u>(ii) Alternate I (Mar 2012) of 52.225-3.</u>
	<u>(iii) Alternate II (Mar 2012) of 52.225-3.</u>
	<u>(iv) Alternate III (Nov 2012) of 52.225-3.</u>
	(41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, <i>et seq.</i> , 19 U.S.C. 3301 note).
X	<u>(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).</u>
	(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:

	Clause Number and Title
	(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, <i>et seq.</i>).
	(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, <i>et seq.</i>).
	(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, <i>et seq.</i>).
	(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, <i>et seq.</i>).
	(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, <i>et seq.</i>).
	(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, <i>et seq.</i>).
	(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>
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.232-34	Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (MAY 1999)
52.245-2	Government Property Installation Operation Services - where USG providing property but contractor responsible for replacement (JUNE 2007)

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five **(5) years**.

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

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

THE FOLLOWING DOSAR 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)

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

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

- b) Invoice Submission. The contractor shall submit invoices in an original and one (1) copy to the 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).
- c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below

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

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

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation. In addition, the U.S. Embassy Panama will observe the following official Panamanian holidays:

- Mourning Day
- Carnival Day
- Good Friday
- Labor Day
- Independence Day from Colombia
- Colon's Day
- The Uprising of Los Santos
- Independence Day from Spain
- Mother's day

- b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of

critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

- d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
 - 1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
 - 2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

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

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

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

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), and Section 1 has been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
 - (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
 - (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
 - (3) List of clients, demonstrating prior experience with relevant past performance information and references;
 - (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
 - (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
 - (6) 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.
 - (7) Company Brochure
 - (8) Previous year financial Statements

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

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

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

<http://acquisition.gov/far/index.html/>

or

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

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

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.214-34	Submission of Offers in the English Language (APR 1991)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (Dec 2012)
52.237-1	Site Visit (APR 1984)

The site visit will be held on June 27, 2013 at 9:00am at NEC. Prospective offerors/quoters should contact Procurement at 317-5309 for additional information or to arrange entry to the building.

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

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

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

The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Joni Scandola** at **fax 317-5011**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

SECTION 4 - EVALUATION FACTORS

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

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

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

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

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

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

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

- 1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- 2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

- 1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- 2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- 3) Consist of providing goods or services to marginalized populations of Sudan;
- 4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- 5) Consist of providing goods or services that are used only to promote health or education; or
- 6) Have been voluntarily suspended.

“Sensitive technology” —

- 1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - i. To restrict the free flow of unbiased information in Iran; or
 - ii. To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- 2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

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

- 1) Means a small business concern—
 - i. Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - ii. The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- 2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

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

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

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

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

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

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

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

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

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

b)

- 1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- 2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

- c) Reserved
- d) Reserved
- e) Reserved
- f) Reserved
- g) Reserved
- h) Reserved
- 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.* 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.)

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.

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

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

- 2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- 3) *Taxpayer Identification Number (TIN).*
- TIN: _____.
 - TIN has been applied for.
 - TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the Federal Government.
- 4) *Type of organization.*
- Sole proprietorship;
 - Partnership;
 - Corporate entity (not tax-exempt);
 - Corporate entity (tax-exempt);
 - Government entity (Federal, State, or local);
 - Foreign government;
 - International organization per 26 CFR 1.6049-4;
 - Other _____.
- 5) *Common parent.*
- Offeror is not owned or controlled by a common parent;
 - Name and TIN of common parent:
 - Name _____.
 - TIN _____.
- m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
- n) *Prohibition on Contracting with Inverted Domestic Corporations.*
- 1) *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 REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISION(S) NOT
PRESCRIBED IN PART 12**

None