



Embassy of the United States of America

Lisbon, Portugal
November 18, 2014

Dear Prospective Offeror:

SUBJECT: Solicitation Number SPO500-15-R-0001
Language Training Services

The Embassy of the United States of America invites you to submit a proposal for language training services at the Embassy in Lisbon, Portugal.

Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed" to Anthony Loh, Contracting Officer, Embassy of the United States of America, Avenida das Forças, 1649-044 on or before **16:00 hours on December 12, 2014**.

In order for a proposal to be considered, you must also complete and submit the following:

- Section 1 - Pricing
- Section 3 – Solicitation Provisions - Requested documentation
- Section 5 – Representation and Certifications

All prospective offerors are invited to attend a pre-proposal meeting that will be held at the Embassy, Avenida das Forças Armadas, 1649-044 Lisbon on Tuesday, **December 2, 2014, at 9:30 am**. Prospective offerors must notify the Procurement Section, by e-mail, if they intend to attend the meeting not later than **Friday, November 28, 2014** so access to the Embassy can be arranged.

Please submit any questions you may have concerning the solicitation documents in writing by **Friday, November 28, 2014** to the Procurement Section by e-mail to lisbonprocure@state.gov

Sincerely,



Anthony Loh
Contracting Officer

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 67				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SPO50015R0001		6. SOLICITATION ISSUE DATE November 18, 2014		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Anthony Loh			b. TELEPHONE NUMBER(No collect calls) 21 770 2500		8. OFFER DUE DATE/ December 12, 2014 by 16:00 hours		
9. ISSUED BY AMERICAN EMBASSY LISBON AVENIDA DAS FORÇAS ARMADAS 1649-044 LISBOA			CODE		10. THIS ACQUISITION IS		x UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ___ % FOR:			
					<input type="checkbox"/> SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS			
					<input type="checkbox"/> HUBZONE SMALL BUSINESS		<input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:			
					<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> EDWOSB			
							8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			13b. RATING			
<input checked="" type="checkbox"/> SEE SCHEDULE							14. METHOD OF SOLICITATION			
							<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> X RFP			
15. DELIVER TO AMERICAN EMBASSY LISBON AVENIDA DAS FORÇAS ARMADAS 1649-044 LISBOA			CODE		16. ADMINISTERED BY AMERICAN EMBASSY LISBON GSO AVENIDA DAS FORÇAS ARMADAS 1649-044 LISBOA			CODE		
17a. CONTRACTOR/OFFERER		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY			CODE	
						AMERICAN EMBASSY LISBON C/O FMO AVENIDA DAS FORÇAS ARMADAS 1649-044 LISBOA				
TELEPHONE NO.										
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT
		See Schedule Attached								
		<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>								
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>			
X 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 <input type="checkbox"/> ARE NOT ATTACHED			
X 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA							<input type="checkbox"/> ARE X ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>				
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>			31c. DATE SIGNED	

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STANDARD FORM 1449

Prescribed by GSA - FAR (48 CFR) 53.212

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>		37. CHECK NUMBER
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 (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS	

**SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449 COVER PAGE, RFP NUMBER SPO50015R0001
PRICES, BLOCK 23 & BLOCK 20**

1. BACKGROUND / SCOPE OF SERVICES

The Embassy of the United States of America in Lisbon, Portugal seeks an agreement with a qualified contractor to provide services for a language program at the embassy. The contract type shall be an IDIQ (indefinite delivery indefinite quantity) type contract. This contract shall remain unfunded. The Contracting Officer’s Representative (COR) shall issue the contractor individual funded task orders. Offerors may propose pricing for less than the total estimated annual sessions per year required by the Embassy. If it is determined to be in the Embassy’s best interest, multiply contracts may be issued to satisfy the total Embassy requirements.

PRICE AND PAYMENT

The prices shall include all labor, material, insurance, equipment and services, unless otherwise specified herein, required under this contract. Any costs not separately priced will be considered to be included in the total offer / contract price as overhead or other indirect costs. Value Added Tax (VAT) will be priced as a separate Line Item in the contract and on Invoices. Local law will dictate the portion of the contract price that is subject to VAT and this percentage is multiplied against the proposed price.

The U. S. Embassy has an estimated requirement for a total of 2,500 language training sessions in both Portuguese and English (approximately 90%+ will be for Portuguese language) and an estimated 10 language proficiency testing annually to be given at a firm, fixed price per session. Language training sessions shall be one hour in length and shall be scheduled between Monday and Friday from 8:00 am to 6:00 pm. No more than three (3) students will be part of any class, unless mutually agreed upon by the Contractor and the Government.

1.1 Base Year. The contractor shall provide the services shown below for the Base period of the contract.

A. Language Training Services:

Line Item	Description	Price Per Session	Estimated Sessions Per year	Annual Total
1.	Language Training		2,500	
	Sub-Total for A.			

B. Language Proficiency Testing:

Line Item	Description	Price Per Action	Estimated Actions Per year	Annual Total
1.	Tests development sessions		10	
2.	Test Proctoring sessions		10	
3.	Test Correction/Results reporting sessions		10	
	Sub-total for B.			
	Total for Base Year A + B			

1.2 Option Year One. The contractor shall provide the services shown below for option year one period of the contract.

A. Language Training Services:

Line Item	Description	Price Per Session	Estimated Sessions Per year	Annual Total
1.	Language Training		2,500	
	Sub-Total for A.			

B. Language Proficiency Testing:

Line Item	Description	Price Per Action	Estimated Actions Per year	Annual Total
1.	Tests development sessions		10	
2.	Test Proctoring sessions		10	
3.	Test Correction/Results reporting sessions		10	
	Sub-total for B.			
	Total for Option Year One A + B			

2. PAYMENT AND INVOICES

The Contractor shall not submit a monthly invoice for payment until all requirements identified in this contract have been completed and delivered to the PLO or COR.

The Contractor shall submit an invoice for payment in the proper amount in Euros to the following address:

**American Embassy
C/O FMO
Avenida das Forças Armadas
1649-044 Lisboa**

Monthly invoices will include the following information at a minimum:

1. Name and address of the contractor and the invoice date;
2. Purchase order or contract number including Task Orders for delivery of services;
3. Description, price, and quantity of services actually delivered and required documentation;
4. Session attendance roster;
5. Name where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

Billable Services:

Billable services shall include:

1. Language training sessions;
2. Language proficiency testing;
 - a. Tests development sessions
 - b. Test Proctoring sessions
 - c. Test Correction/Results reporting sessions

Written Task Orders (i.e., requests to teach a class) may be placed at any time while the contract is valid. Task Orders may only be placed by the Post Language Officer (PLO), the COR or the Contracting Officer (CO) in hard copy or delivered via email to the instructor's email on record. All Task orders shall be recorded in a session attendance roster. The session attendance roster shall, at a minimum, contain the following information, but is subject to additional modification by the PLO OR COR:

- Name of Vendor/Company;
- Name of Language Instructor;
- Date of Services (i.e., the date the session took place);
- Name of Student;
- Signature of Student confirming attendance;
- Signature of Language instructor confirming attendance/non-attendance.

Permanent cancellations of instructional sessions may only be given by the PLO or COR. In the case of student cancellation of a session, the Embassy shall not be billed for any session that has been canceled with more than 24 hours advanced notice. The 24 hours advance notice is satisfied when the embassy sends a verbal, SMS text or email notification 24-hours before the instructional session. The Embassy will pay full rate for any session which is canceled within 24 hours or which is not attended by the student. The Instructor is required to make a written notation on the session attendance roster of student non-attendance. The Instructor is required to make a separate written memo to the PLO or CLO reporting any student who misses three or more consecutive courses without proper advanced notification. Instructor cancellation of a session with less than 24 hours' notice must be reported to the PLO and COR.

2.1 Definitions:

"COR" means Contracting Officer's Representative; see FAR 52.212-4 Contract Terms and Conditions – Commercial Items, in Section 2.

"PLO" means Post language officer; a manager with overall responsibility for the Embassy's language program.

"Government" means the United States Government unless otherwise stated.

The terms "contractor" and "instructor" are used inter-changeable in this document and refers to the responsible party satisfying the terms of the contract.

3. PERFORMANCE WORK STATEMENT

A. General

The Instructor shall provide both Portuguese and English language instruction to adult students that focuses on the political, economic and administrative fields, Portuguese and Lusophone culture , general interests or conversational skills typically found in these areas. The Instructor shall develop the instruction to include the development of speaking, listening, and reading skills to permit comprehension of relevant media and face-to-face conversation. All instruction shall include relevant language terminology and usage of the designated fields of interest. Instruction shall be based on proficiency, communication, and academic principles as used in the foreign language learning institutions by the Department of State, Foreign Service Institute and the Department of Defense, Defense Language Institute. The Instructor shall develop the linguistic competency needed for personnel or dependents to attain the proficiency levels in reading and speaking identified in each task order. Class size will range from individual to 5 max to be agreed upon between the instructor and PLO or COR in advance.

The instructor shall establish baselines for judging student ability and methods for measuring student progress subject to the approval of the PLO or COR. The Instructor must follow U.S. Department of

State Foreign Service Institute (FSI)) and/or Department of Defense Language Institute (DLI)) language proficiency measurements (see Attachment 3) and develop tests that accurately capture student language proficiency in both Portuguese and English. Instructor will be required to provide testing services consistent with these methods, and shall administer tests on knowledge and proficiency as required by the designated testing methodology.

All students, with the exception of Eligible Family Members (EFMs) and others not serving in Language Designated Position (LDPs), shall be measured on their language proficiency levels in accordance with the Foreign Service Institute Language Proficiency Test prior to beginning language training. Instructors will also conduct an initial language assessment prior to starting language training.

The objective of the Embassy Language Program is satisfied minimally when an employee reaches the level of language proficiency specified for the employee's position. It is the intent of the language training program that students continue training beyond the minimum proficiency goals on a space-available basis, and that proficiency continues to be assessed by the instructors as language training continues. Each student occupying an LDP should continue to show progress toward advancing to a proficiency above the employee's position, as measured during routine instructor assessments monitored and approved by the COR and PLO.

Other language related services such as field trips or language class related research will be agreed to between the instructor and the PLO OR COR, billed at an agreed to number of language training sessions. Educational field trips are to be organized by the instructor and must incorporate clear learning objectives in accordance with the language program's stated goals. All field trip plans and learning objectives must be documented in writing and provided to the PLO for approval. Participation must also be documented. Any special costs associated with educational field trips such as entrance fees, etc., will be funded by language program participants on a participation-only basis, or through other means coordinated by the PLO. Educational field trips provide a unique opportunity for students to learn about the culture and history of the host country, but should only be pursued to supplement language learning and not as a primary means of delivering language instruction. All field trips must also be approved by the COR to ensure contractual compliance.

B. PURPOSE OF THE FOREIGN LANGUAGE TRAINING

The purpose of the language training program is to provide language instruction for the following prioritized purposes:

- 1) Enhancing language proficiency for personnel occupying LDPs.
- 2) Achieving job-level proficiency as required by an employee's job description.
- 3) Assist students to achieve the qualifying level or a "courtesy" level required by the Embassy.
- 4) Assist adult family members of eligible employees to attain sufficient proficiency to enable them to participate in community and representational activities.

C. GOALS OF THE FOREIGN LANGUAGE TRAINING

- 1) **RECEPTION AND INITIAL CONTACT** - When addressed in Portuguese, the student should be able to recognize designated commonly encountered phrases and questions with the Portuguese-speaking public. The student should be able to respond appropriately, providing acceptable responses, answering the questions asked, and/or providing requested information as needed.
- 2) **SOCIAL CONVERSATION** - When engaged in social conversation, the student should be able to communicate with Portuguese-speaking public, carrying conversation in appropriately worded and pronounced dialogue with the correct dialect and grammar.
- 3) **READING COMPREHENSION** - At the completion of training, students should be able to read and comprehend texts written at their required level of proficiency.
- 4) **RECOGNITION AND SUBJECT MATTER COMPREHENSION** - The student should be able to recognize designated key phrases or questions in Portuguese, from selected vocabulary when reading written communication or letters. The student should be able to respond appropriately, providing the requested information by properly identifying the functional organization for which the written communication was intended.

D. DOCUMENTATION AND REPORTING REQUIREMENTS

- 1) **STUDENT ASSESSMENTS** - The Instructor shall administer assessments on knowledge and language proficiency as a required element of evaluating the student's progress in the language training program on a quarterly basis. The Instructor shall provide these assessments in order to:
 - Identify student's goals;
 - Determine the student's progress in training;
 - Identify areas of weakness where supplemental training may be needed;
 - Quantify the student's then-current level of knowledge and proficiency;
 - Devise a learning curriculum and areas of focus for next quarter of instruction.

Initial assessments will be used to establish a baseline for measurement of knowledge and proficiency obtained, and may be used in a predictive manner to facilitate a personal training planning. All tests should be provided to the PLO OR COR for review and approval. The PLO OR COR has the final authority for approving curriculum.

For Portuguese-language testing, the Instructor shall use tests, including Computerized Adaptive Testing, which are approved by the Foreign Service Institute, the Defense Language Institute, or recognized and accepted by national professional associations and organizations. For English-language testing, the Instructor shall use scholastic aptitude tests that are developed by the Portuguese Ministry of Education. Results of baseline and quarterly progress assessments will be provided to the PLO OR COR on a quarterly basis.

- 2) **STUDENT PROGRESS DOCUMENTATION AND TRAINING RECOMMENDATIONS** - The Instructor shall be responsible for documenting each student's progress in training and for preparing

training recommendations for each student. The Instructor shall prepare lesson plans for each student in conjunction with developing training recommendations. The student's progress will be reported to the student monthly. The Instructor shall prepare training recommendations that state specific plans for remedial or supplementary use of supportive training materials, or use of personalized training techniques. Individual quarterly progress reports, training plans and recommendations will be provided to the PLO OR COR on a monthly basis.

- 3) **STUDENT COUNSELING** - The Instructor shall be responsible for counseling each student in the student's performance, and for preparing and discussing with the student any corrective actions which may assist the student in the improvement of their performance. The student's progress will be discussed with the student on a bi-weekly basis, and the Instructor shall document the training recommendations made to direct the student's progress. Counseling sessions should result in specific tasking for remedial or supplementary use of supportive training materials, or personalized training techniques, as needed to improve performance. All counseling must be documented in the student's individual training plan.
- 4) **LANGUAGE PROFICIENCY TESTING** - In addition to the normal language instruction services described above, the Contractor shall provide the Embassy with English and Portuguese language proficiency testing services. Such services will encompass both oral and written test development to determine the levels of candidates' English and Portuguese language knowledge and proficiency rating for the purpose of determining sufficiency with respect to job requirements.
- 5) **TASK FOR LANGUAGE PROFICIENCY TESTING CONDUCTED AT EMBASSY LISBON -**
 - a) **Development of Tests:** Developing written and oral tests to capture the knowledge and proficiency of the language skill levels, which are structured by sections as follows: reading/comprehension, vocabulary, grammatical structures and composition (if applicable level).
 - b) **Testing/Proctoring:** Administering written and oral tests in order to access the required language level. This takes place in a classroom environment whereby the tester also acts as the proctor in controlling the action from beginning to end. The Proctor will distribute the tests to the candidates, brief them on procedures and control the testing environment, timeframe and other logistics that may apply.
 - c) **Test Correction / Results:** Correction of tests according to the language level requested. The criteria established is based on a percentage scale that is used in all standard testing in order to access the different sections of test and as such, generate the results from this method. For Portuguese language testing, the Contractor shall use tests recognized and accepted by national professional associations and organizations. For English-language testing, the Contractor shall use scholastic aptitude tests that are developed by the Portuguese Ministry of Education. All tests should be provided to the Human Resources Officer for review and approved by the PLO OR COR.
 - d) **Language skill levels for proficiency testing done at Embassy Lisbon will be based on,**

- a. **Level 1 – Rudimentary Knowledge:** rudimentary verbal understanding of a limited vocabulary.
- b. **Level 2 – Limited Knowledge:** limited knowledge of written and spoken language, and a vocabulary limited to a specific occupation. Job holder will be able to understand and carry out verbal instructions of a repetitive nature, and prepare simple forms or reports.
- c. **Level 3 – Good Working Knowledge:** good working knowledge of the written and spoken language. Job holder will be able to read and understand, for example, regulations, instructions and related material concerning the field of work, and to prepare correspondence and standardized reports. Job holder will be able to communicate effectively with staff and members of the public in the language.
- d. **Level 4 – Fluent:** High degree of proficiency in both the written and spoken language, including the ability to translate. On occasion, the job holder may need to act as an interpreter.

4. PERIOD AND LOCATION OF PERFORMANCE

The contract will be for a period of one-year, with one-year option period of performance and will be expected to commence no later January 1, 2015.

Instructional sessions will take place only during regular Embassy hours of operation, from 0800 to 1800. Duration of language training sessions will be one hour. All sessions shall take place in the Embassy. Exceptions to this policy will be made by mutual agreement of the PLO OR COR and the Instructor, and will be billed at the same rates. Students will establish a mutually agreed upon and fixed schedule with the language instructor that is subject to approval by the PLO OR COR. This schedule shall not vary from week to week. The instructor will try to accommodate the schedule requested for a new task order with the student(s) and report any scheduling issues to the PLO OR COR. Instructor(s) are required to receive and send, by email, both contractual and language content information as a routine part of the Embassy language instruction program. A copy of the monthly schedule is to be provided to the PLO OR COR before the start of each month, and/or as updated throughout the month.

5. INFORMATION DEMONSTRATING OFFEROR'S ABILITY TO PERFORM.

Offeror should provide sufficient information in their price proposal to address the offeror's ability to perform as listed below:-

- A. Available personnel with at least 10-15 years of experience in Portuguese and English language instructions, teaching adult students, preferably with a U. S. or other government institution, or a commercial business institution, or other professional institutions.
- B. At least 10-15 years of experience in Portuguese and English language testing methodology, preferably with a U. S. or other government institution, or a commercial business institution, or other professional institutions.

- C. List of clients, demonstrating prior experience with relevant past performance information and references.
- D. Evidence that the offeror can provide the necessary personnel and teaching resources needed to perform the work;
- E. Evidence that the offeror has all licenses and permits to teach languages and operate a business in Portugal. Offerors must submit the following information with their price proposal.
 - I. Submission of the CV / Résumé of instructors
 - II. Submission of any other documentation of instructors (certificates, awards, copies of degrees earned).
 - III. Licenses or certificate of beginning of activity (declaração de inicio de actividade).

6. DELIVERABLES

- A. Documentation and report of initial baseline assessments for each new student within one month of the start of language classes. All students (with the exception of Eligible Family Members (EFMs) and others not serving in Language Designated Position (LDPs)) shall be measured on their language proficiency levels in accordance with the FSI Language Proficiency Test.
- B. A monthly schedule to the PLO OR COR submitted 3 working days prior to the start of the new month. The PLO OR COR must approve all class schedules. Daily class schedules that exceed 7 hours per day or are not in the best interest of the USG will be subject to modification at the discretion of the PLO OR COR.
- C. A monthly report on the session attendance roster for all students, for student non-attendance and separate written memo to the PLO OR COR reporting any student who misses three or more consecutive courses without proper advanced notification.
- D. Monthly, written assessments capturing student performance, corrective actions, etc.
- E. Documentation of lesson plans, training recommendations and student's progress upon request by the PLO OR COR.
- F. Quarterly training reports signed by the instructor and student, documenting student progress, learning objectives for the following quarter, areas for improvement, and recommendations for remedial or supplemental training.

7. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all languages training services and language proficiency testing set forth in the scope of work.	3. thru 6.	All required services are performed and no more than one (1) customer complaint is received per month.

- A. **SURVEILLANCE** - The PLO OR COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the PLO OR COR will send the complaints to the Instructor for corrective action.
- B. **STANDARD** - The performance standard is that the Government receives no more than one (1) customer complaint per month. The PLO OR 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.
- C. **PROCEDURES** -
- 1) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the PLO OR COR.
 - 2) The PLO OR COR will complete appropriate documentation to record the complaint. If the PLO OR COR determines the complaint is invalid, the PLO OR COR will advise the complainant. The PLO OR COR will retain the annotated copy of the written complaint for his/her files.
 - 3) If the PLO OR COR determines the complaint is valid, the PLO OR COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The PLO OR COR shall determine how much time is reasonable.
 - 4) The PLO OR COR shall, as a minimum, orally notify the Contractor of any valid complaints.
 - 5) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the PLO OR COR. The PLO OR COR will review the matter to determine the validity of the complaint.
 - 6) The PLO OR COR will consider complaints as resolved unless notified otherwise by the complainant.
 - 7) 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 PLO OR COR will contact the Contracting Officer for appropriate action under the Inspection clause.

ATTACHMENT 1

GOVERNMENT-FURNISHED PROPERTY AND INFORMATION

Government provides classrooms at the U.S. Embassy Lisbon, Portugal. The classroom will contain:

1. Table and chairs
2. Dry erase board and pens
3. Writing Instruments
4. Blank notebooks
5. When possible internet access will be provided by Government

ATTACHMENT 2

CONTRACTOR-FURNISHED MATERIALS AND INFORMATION

- (1) All language instructional books, audio or multi-media material, tools, student aids necessary to meet the performance work statement established in this solicitation.

ATTACHMENT 3

DEPARTMENT OF STATE
FOREIGN SERVICE INSTITUTE

Language Proficiency

Speaking & Reading

The following proficiency levels characterize spoken language use.

Each of the six "base levels" implies control of the previous "base level." The "plus (+) level" is assigned when proficiency exceeds one level but does not fulfill the next "base level." The "plus levels" are, therefore, supplementary to the "base levels." Unless otherwise specified, the term "native speaker" refers to native speakers of a standard language. "Well-educated" does not necessarily imply formal higher education. However, in cultures where formal higher education is common, the language-use ability of such educated persons is considered standard. These people meet contemporary expectations for formal styles of the language, as well as for less formal varieties of the language.

S-0 -- S-1 -- S-2 -- S-3 -- S-4 -- S-5

In the following descriptions, a standard of text-types is associated with each level. The text-type is characterized in each descriptive statement. The word "read" means the reader can thoroughly understand the communicative intention in the text-type described.

SO

Speaking 0

(No Proficiency)

Unable to function in the spoken language.

- Oral production is limited to occasional isolated words.
- Has essentially no communicative ability.

Speaking 0+

(Memorized Proficiency)

Able to satisfy immediate needs using rehearsed utterances.

- Shows little real autonomy of expression, flexibility, or spontaneity.
- Can ask questions, make statements with reasonable accuracy only with memorized utterances, or formulae.
- Attempts at creating speech are usually unsuccessful.

Examples:

1. The individual's vocabulary is usually limited to areas of immediate survival needs.
2. Most utterances are telegraphic; that is, functors (linking words, markers, and the like) are omitted, confused, or distorted.
3. An individual can usually differentiate most significant sounds when produced in isolation, but, when combined in words or groups of words, errors may be frequent.
4. Even with repetition, communication is severely limited, even with people used to dealing with foreigners.
5. Stress, intonation, tone, etc. are usually quite faulty

RO

Reading 0

(No Proficiency)

No practical ability to read the language.

- No practical ability to read the language.
- Consistently misunderstands or cannot comprehend at all.

Reading 0+

(Memorized Proficiency)

Can recognize all the letters in the printed version of an alphabetic system and high-frequency elements of a syllabary or a character system.

- Is able to read some or all of the following: numbers, isolated words and phrases, personal and place names, street signs, office and shop designations, although these are often inaccurately interpreted.
- Is unable to read connected prose.

S1

Speaking 1

(Elementary Proficiency)

Able to satisfy minimum courtesy requirements and maintain very simple face-to-face conversations on familiar topics.

- A native speaker must often use slowed speech, repetition, paraphrasing, or a combination of these to be understood.

- Similarly, the native speaker must strain and employ real-world knowledge to understand even simple statements/questions.
- This speaker has a functional, but limited proficiency.
- Misunderstandings are frequent, but the individual is able to ask for help and to verify comprehension of native speech in face-to-face interaction.
- The individual is unable to produce continuous discourse except with rehearsed material.

Examples:

1. Structural accuracy is likely to be random or severely limited.
2. Time concepts are vague.
3. Vocabulary is inaccurate, and its range is very narrow.
4. The individual often speaks with great difficulty.
5. By repeating themselves, such speakers can be understood by native speakers who are in regular contact with foreigners, but there is little precision in the information.
6. Needs, experience, or training may vary greatly from individual to individual; for example, speakers at this level may have encountered quite different vocabulary areas.
7. The individual can typically satisfy predictable, simple, personal, and accommodation needs; generally meet courtesy, introduction, and identification requirements; exchange greetings; elicit and provide, for example, predictable and skeletal biographical information.
8. Might be able to give information about business hours, explain routine procedures in a limited way, and state in a simple manner what actions will be taken.
9. Might be able to formulate some questions even in languages with complicated question constructions.
10. Almost every utterance may be characterized by structural errors and errors in basic grammatical relations.
11. Vocabulary is extremely limited and characteristically does not include modifiers.
12. Pronunciation, stress, and intonation are generally poor, often heavily influenced by another language.
13. Use of structure and vocabulary is very imprecise.

Speaking 1+

Can initiate and maintain predictable face-to-face conversations and satisfy limited social demands.

- May have a little understanding of social conversation conventions.
- The interlocutor is generally required to strain and employ real-world knowledge to understand even simple speech.
- The speaker at this level may hesitate and may have to change subjects due to lack of language resources.
- Range and control of the language are limited.
- Speech largely consists of a series of short, discrete utterances.

Examples:

1. The individual is able to satisfy most travel and accommodation needs and a limited range of social demands beyond exchange of skeletal biographic information.
2. Speaking ability may extend beyond immediate survival needs.
3. Accuracy in basic grammatical relations is evident, although not consistent.
4. May exhibit the more common forms of verb tenses, for example, but may make frequent errors in formation and selection.
5. While some structures are established, errors occur in patterns that are more complex.
6. The individual typically cannot sustain coherent structures in longer utterances or unfamiliar situations.
7. Ability to describe and give precise information is limited.
8. Person, space, and time references are often used incorrectly.
9. Pronunciation is understandable to natives used to dealing with foreigners.
10. Can combine most significant sounds with reasonable comprehensibility, but has difficulty in producing certain sounds in certain positions or in certain combinations.
11. Speech will usually be labored.
12. Frequently has to repeat utterances to be understood by the general public.

R1

Reading 1

(Elementary Proficiency)

Sufficient comprehension to read very simple connected written material in a form equivalent to usual printing or typescript.

- Can read either representation of familiar formulaic verbal exchanges or simple language containing only the highest frequency structural patterns and vocabulary, including shared international vocabulary items and cognates (when relevant).
- Is able to read and understand known language elements that have been recombined in new ways to achieve different meanings at a similar level of simplicity.
- Texts may include simple narratives of routine behavior; highly predictable descriptions of people, places, or things; and explanations of geography and government such as those simplified for tourists.
- Some misunderstandings possible in simple texts.
- Can get some main ideas and locate prominent items of professional significance in more complex texts.
- Can identify general subject matter in some authentic texts.

Reading 1+

Sufficient comprehension to understand simple discourse in printed form for informative social purposes.

- Can read material such as announcements of public events, simple prose containing biographical information or narration of events, and straightforward newspaper headlines.
- Can guess at unfamiliar vocabulary in common contexts, but with difficulty in unfamiliar contexts.
- Can understand some main ideas and locate routine information of professional significance in more complex texts.
- Can follow essential points of written discussion at an elementary level on topics in special professional field.
- In commonly taught languages, may not control the structure well.
- For example, often misinterprets basic grammatical relations, and temporal reference may rely primarily on lexical items as time indicators.

- Has some difficulty with the cohesive factors in discourse, such as matching pronouns with referents.
- May have to read material several times for understanding.

S2

Speaking 2

(Limited Working Proficiency)

Able to satisfy routine social demands and limited work requirements.

- Can handle routine work-related interactions that are limited in scope.
- In more complex and sophisticated work-related tasks, usage generally disturbs the native speaker.
- Can handle with confidence, but not with facility, most normal high-frequency social conversational situations, including extensive but casual conversations about current events, as well as work, family, and autobiographical information.
- The individual can get the gist of most everyday conversations, but has some difficulty understanding native speakers in situations that require specialized or sophisticated knowledge.
- The individual's utterances are minimally cohesive.
- Linguistic structure is usually not very elaborate and not thoroughly controlled; errors are frequent.
- Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

Examples:

1. The individual can typically ask and answer predictable questions in the workplace and give straightforward instructions to subordinates.
2. The individual can participate in personal and accommodation-type interactions with elaboration and facility; that is, can give and understand complicated, detailed, and extensive directions and make non-routine changes in travel and accommodation arrangements.
3. Simple structures and basic grammatical relations are typically controlled; however, there are areas of weakness.

4. In the commonly taught languages, these [areas of weakness] may be simple markings such as plurals, articles, linking words, and negatives, or more complex structures such as tense/aspect usage, case morphology, passive constructions, word order, and embedding.

Speaking 2+

Able to satisfy most work requirements with language usage that is often, but not always, acceptable and effective.

- The individual shows considerable ability to communicate effectively on topics relating to particular interests and special fields of competence.
- Often shows a high degree of fluency and ease of speech, yet when under tension or pressure, the ability to use the language effectively may deteriorate.
- Comprehension of normal native speech is typically nearly complete.
- The individual may miss cultural and local references and may require a native speaker to adjust to limitations in some ways.
- Native speakers often perceive the individual's speech to contain awkward or inaccurate phrasing of ideas, use mistaken time, space, and person references, or to be in some way inappropriate, if not strictly incorrect.

Examples:

1. Typically, the individual can participate in most social, formal, and informal interactions; however, limitations either in range of contexts, types of tasks, or level of accuracy hinder effectiveness.
2. The individual may be ill at ease with the use of the language either in social interaction or in speaking at length in professional contexts.
3. Is generally strong in either structural precision or vocabulary, but not in both.
4. Weakness or unevenness in structure or vocabulary, or in pronunciation, occasionally results in miscommunication.
5. Normally controls, but cannot always easily produce, general vocabulary.
6. Discourse often lacks cohesiveness.

R2

Reading 2

(Limited Working Proficiency)

Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on subjects within familiar contexts.

- Able to read, with some misunderstandings, straightforward, familiar, factual material, but in general insufficiently experienced with the language to draw inferences from the linguistic aspects of the text.
- Can locate and understand the main ideas and details in material written for the general reader.
- May be able to summarize or perform sorting and locating tasks with written texts that are well beyond general proficiency level if the individual has professional knowledge of a subject.
- Can read uncomplicated, but authentic prose on familiar subjects that are normally presented in a predictable sequence to aid the reader in understanding.
- Texts may include descriptions and narrations in contexts such as news items describing frequently occurring events, simple biographical information, social notices, formulaic business letters, and simple technical material written for the general reader.
- Generally, can read prose that is predominantly in straightforward/high-frequency sentence patterns.
- Does not have a broad active vocabulary (that is, which he or she recognizes immediately on sight), but is able to use contextual and real-world cues to understand the text.
- Is typically able to answer factual questions about authentic texts of the types described above.

Reading 2+

Sufficient comprehension to understand most factual material in non-technical prose as well as some discussions on concrete topics related to special professional interests.

- Is markedly more proficient at reading materials on a familiar topic.
- Is able to separate the main ideas and details from lesser ones and uses that distinction to advance understanding.
- Is able to use linguistic context and real-world knowledge to make sensible guesses about unfamiliar material.
- Has a broad active reading vocabulary.
- Is able to get the gist of main and subsidiary ideas in more sophisticated texts.
- Weaknesses include slowness, uncertainty and inability to discern nuance, figurative language, and/or intentionally disguised meaning

S3

Speaking 3

(General Professional Proficiency)

Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics.

- Nevertheless, the individual's limitations generally restrict the professional contexts of language use to matters of shared knowledge and/or international convention.
- Discourse is cohesive.
- The individual uses the language acceptably, but with some noticeable imperfections; yet, errors virtually never interfere with understanding and rarely disturb the native speaker.
- The individual can effectively combine structure and vocabulary to convey his/her meaning accurately.
- The individual speaks readily and fills pauses suitably.
- In face-to-face conversation with natives speaking the standard dialect at a normal rate of speech, comprehension is quite complete.
- Although cultural references, proverbs, and the implications of nuances and idiom may not be fully understood, the individual can easily repair the conversation.
- Pronunciation may be obviously foreign.
- Individual sounds are accurate; but stress, intonation, and pitch control may be faulty.

Examples:

1. The individual can typically discuss particular interests and special fields of competence with reasonable ease.
2. Can use the language as part of normal professional duties such as answering objections, clarifying points, justifying decisions, understanding the essence of challenges, stating and defending policy, conducting meetings, delivering briefings or other extended and elaborate informative monologues.
3. Can reliably elicit information and informed opinion from native speakers.
4. Structural inaccuracy is rarely the major cause of misunderstanding.
5. Use of structural devices is flexible and elaborate.

6. Without searching for words or phrases, the individual uses the language clearly and relatively naturally to elaborate concepts freely and make ideas easily understandable to native speakers.
7. Errors occur infrequently except in highly complex structures.

Speaking 3+

Is often able to use the language to satisfy professional needs in a wide range of sophisticated and demanding tasks.

Examples:

1. Despite obvious strengths, the individual may exhibit some hesitancy, uncertainty, effort, or errors that limit the range of language-use tasks that can be reliably performed.
2. Typically, there is particular strength in fluency and one or more, but not all, of the following:
 - Breadth of lexicon, including low- and medium-frequency items, especially socio-linguistic/cultural references and nuances of close synonyms;
 - Structural precision, with sophisticated features that are readily, accurately, and appropriately controlled (such as complex modification and embedding in Indo-European languages);
 - Discourse competence in a wide range of contexts and tasks, often matching a native speaker's strategic and organizational abilities and expectations.
3. Occasional patterned errors occur infrequently except in highly complex structures.

R3

Reading 3

(General Professional Proficiency)

Able to read at a normal speed and with almost complete comprehension of a variety of authentic prose material on unfamiliar subjects.

- Reading ability is not dependent on subject matter knowledge, although it is not expected that the individual can thoroughly comprehend subject matter that is highly dependent on cultural knowledge or outside his or her general experience without an accompanying explanation.
- Text-types include news stories similar to wire service reports or international news items in major periodicals, routine correspondence, general reports, and technical material in his/her professional field. All of these may include hypothesis, argumentation, and supported opinions.
- Misreading is rare.
- Is almost always able to interpret material correctly, relate ideas, and "read between the lines" (i.e. understand the writers' implicit intentions).

- Can get the gist of more sophisticated texts, but may be unable to detect or understand subtlety and nuance.
- Rarely has to pause over or reread general vocabulary.
- However, may have trouble with unusually complex structure and low-frequency idioms.

Reading 3+

Can comprehend a variety of styles and forms pertinent to professional needs.

- Rarely misinterprets such texts as described above, or experiences difficulty relating ideas or making inferences.
- Is able to comprehend many sociolinguistic and cultural references.
- However, may miss some nuances and subtleties.
- Is able to comprehend a considerable range of intentionally complex structures, low-frequency idioms, and uncommon connotative intentions; however, accuracy is not complete.
- Is typically able to read with facility and appreciate contemporary expository, technical, or literary texts that do not rely heavily on slang and unusual idioms.

S4

Speaking 4

(Advanced Professional Proficiency)

Able to use the language fluently and accurately on all levels normally pertinent to professional needs.

- The individual's language usage and ability to function are fully successful.
- Organizes discourse well, using appropriate rhetorical speech devices, native cultural references, and understanding.
- Language ability only rarely hinders performance of any task; yet the individual would seldom be perceived as a native.
- Speaks effortlessly and smoothly and is able to use the language with a high degree of effectiveness, reliability, and precision for all representational purposes within the range of personal and professional experience and scope of responsibilities.
- Can serve as an informal interpreter in a range of unpredictable circumstances.

- The individual can perform extensive, sophisticated language tasks, encompassing most matters of interest to well-educated native speakers, including tasks that do not bear directly on a professional specialty.

Examples:

1. Can discuss in detail concepts that are fundamentally different from those of the target culture and make those concepts clear and accessible to the native speaker.
2. Similarly, the individual can understand the details and ramifications of concepts that are culturally or conceptually different from his/her own.
3. Can set the tone of interpersonal official, semi-official, and non-professional verbal exchanges with a representative range of native speakers (in a range of varied audiences, purposes, tasks, and settings).
4. Can play an effective role among native speakers in such contexts as conferences, lectures, and debates on matters of disagreement.
5. The individual can advocate a position at length, both formally and in chance encounters, using sophisticated verbal strategies.
6. Understands and reliably produces shifts of both subject matter and tone.
7. Can understand native speakers of the standard and other major dialects in essentially any face-to-face interaction.

Speaking 4+

Speaking proficiency is regularly superior in all respects, usually equivalent to that of a well-educated, highly articulate native speaker.

- Language ability does not impede the performance of any language-use task.
- However, the individual would not necessarily be perceived as culturally native.

Examples:

1. The individual organizes discourse well, employing functional rhetorical speech, devices, native cultural references and understanding.
2. Effectively applies a native speaker's social and circumstantial knowledge.
3. However, cannot sustain that performance under all circumstances.
4. While the individual has a wide range and control of structure, an occasional non-native slip may occur.

5. The individual has a sophisticated control of vocabulary and phrasing that is rarely imprecise, yet there are occasional weaknesses in idioms, colloquialisms, pronunciation, cultural reference, or there may be an occasional failure to interact in a totally native manner.

R4

Reading 4

(Advanced Professional Proficiency)

Able to read fluently and accurately all styles and forms of the language pertinent to professional needs.

- Has extensive enough experience with the written language to relate inferences in the text to real-world knowledge and understand almost all socio-linguistic and cultural references.
- Is able to "read beyond the lines" (i.e. to understand the full ramifications of texts in their wider cultural, political, or social environment).
- Is able to read and understand the intent of writers' use of nuance and subtlety.
- Can discern relationships among sophisticated written materials in the context of broad experience.
- Can follow unpredictable turns of thought readily in, for example, editorial, conjectural, and literary texts in any subject matter area directed to the general reader.
- Can read essentially all materials in a special field, including official and professional documents and correspondence.
- Recognizes all professionally relevant vocabulary known to the educated non-professional native, although may have some difficulty with slang.
- Can read reasonably legible handwriting without difficulty.
- Is almost as accurate as a well-educated native reader.

Reading 4+

Nearly native ability to read and understand extremely difficult or abstract prose, a very wide variety of vocabulary, idioms, colloquialisms, and slang.

- Has strong sensitivity to and understanding of socio-linguistic and cultural references.
- Has little difficulty reading and writing that is not fully legible.
- Can "read beyond the lines" (i.e. understand the full ramifications of texts in their wider cultural, political, or social environment) nearly as well as a well-read or well-educated native reader.
- Is nearly as accurate as a well-educated native reader, but not equivalent.

S5

Speaking 5

(Functionally Native Proficiency)

Speaking proficiency is functionally equivalent to that of a highly articulate, well-educated native speaker and reflects the cultural standards of a country where the language is natively spoken.

- The individual uses the language with complete flexibility and intuition, so that speech on all levels is fully accepted by well-educated native speakers in all of its features, including breadth of vocabulary and idiom, colloquialisms, and pertinent cultural references.
- Pronunciation is typically consistent with that of well-educated native speakers of a non-stigmatized dialect.

R5

Reading 5

(Functionally Native Proficiency)

Reading proficiency is functionally equivalent to that of the well-educated native reader.

- Can read extremely difficult and abstract prose; for example, general legal and technical as well as highly colloquial writings.
- Is able to read literary texts, typically including contemporary avant-garde prose, poetry, and theatrical writing.
- Can read classical/archaic forms of literature with the same degree of facility as the well-educated, but non-specialist native.
- Reads and understands a variety of vocabulary and idioms, colloquialisms, slang, and pertinent cultural references.
- With varying degrees of difficulty, can read all kinds of handwritten documents.
- Is as accurate in comprehension as a well-educated native reader.

SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2014) is incorporated by reference. (See SF-1449, block 27a).

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/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at

<http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following FAR clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2014)

(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)"(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#))).

___ (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.)

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [Reserved].

(6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

(9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [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).

(11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

(12) [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](#)).

(13) [Reserved]

(14)(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).

(15)(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](#).

(16) [52.219-8](#), Utilization of Small Business Concerns (May 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

(17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jul 2013) ([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](#).
- ___ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21)(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](#).
- ___ (22) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (23) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (24) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (25) [52.219-28](#), Post Award Small Business Program Representation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (26) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- ___ (27) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- ___ (28) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (29) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- ___ (30) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- ___ (31) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (32) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- ___ (33) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- ___ (34) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

__ (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (36) [52.222-54](#), Employment Eligibility Verification (Aug 2013). (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](#).)

__ (37)(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.)

__ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-13](#).

__ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-14](#).

__ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

__ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-16](#).

X (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__ (43) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

__ (44)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([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 (May 2014) of [52.225-3](#).

__ (iii) Alternate II (May 2014) of [52.225-3](#).

__ (iv) Alternate III (May 2014) of [52.225-3](#).

X (45) [52.225-5](#), Trade Agreements (Nov 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

__ (46) [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).

__ (47) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

__ (48) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (49) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

X (50) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

__ (51) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

__ (52) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

X (53) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (54) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

__ (55) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (56)(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:

[Contracting Officer check as appropriate.]

__ (1) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

__ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

__ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

__ (7) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O.13495).

__ (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

__ (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) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (May 2014) ([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 (May 2014) (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 Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xii) [52.222-54](#), Employment Eligibility Verification (AUG 2013).

(xiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xv) [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 INPLO OR CORPORATED BY REFERENCE (FEB 1998)

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an

amount of less than 100 sessions the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of 400 sessions per month.
- (2) Any order for a combination of items in excess of than 400 sessions per month or
- (3) A series of orders from the same ordering office within than 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 (two) 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 provide in full text:

CONTRACTOR IDENTIFICATION (JUL 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)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule - Continuation; or,
- (b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

(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 1 (one) copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The 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:

**American Embassy
C/O FMO Office
Avenida das Forças Armadas
1649-044 Lisbon**

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

All work shall be performed from Monday to Friday from 8:00 am to 6:00 pm except for the holidays identified below. The Contracting Officer's Representative may approve other hours. Notice must be given 24 hours in advance to PLO OR COR who will consider any deviation from the hours identified above.

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

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Good Friday
- Liberty Day
- May Day
- Memorial Day
- Portugal Day
- St. Anthony's Day
- Independence Day
- Assumption Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Feast of Immaculate Conception
- Christmas Day

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

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (PLO OR 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 (PLO OR 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 PLO OR COR is a warranted Contracting Officer and this

authority is delegated in the designation.

(b) The PLO OR COR for this contract is William Nguyen, IMO.

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

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

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

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

- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

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

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

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

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014), is incorporated by reference (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1 NONE

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

1. List of clients over the past 3 (three) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Portugal then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

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

2. Evidence that the offeror can provide the necessary personnel and teaching resources needed to perform the work:
 - a. Available personnel with at least 10-15 years of experience in Portuguese and English language instructions, teaching adult students, preferably with a U. S. or other government institution, or a commercial business institution, or other professional institutions;
 - b. At least 10-15 years of experience in Portuguese and English language testing methodology, preferably with a U. S. or other government institution, or a commercial business institution, or other professional institutions.

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) to teach languages and operate a business in Portugal. If offeror already possesses the locally required licenses and permits, a copy shall be provided. Offerors must submit the following information with their price proposal:
 - a. Submission of the CV / Résumé of instructors;
 - b. Submission of any other documentation of instructors (certificates, awards, copies of degrees earned);
 - c. Licenses or certificate of beginning of activity (declaração de inicio de actividade).

4. The offeror's strategic plan for Language Training Services to include but not limited to:
 - a. A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - b. Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - c. Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - d. (1) A copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

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

52.252-1 SOLICITATION PROVISIONS INPLO OR CORPORATED 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” (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR provisions.

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

<u>PROVISION</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 – REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

The following DOSAR provision is 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) 516-1696, by fax at (703) 875-6155, or by writing to:

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

(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, Dwayne Cline, at 21 770 2545. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

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

(End of clause)

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 solicitation and the information provided in paragraph 7, Information demonstrating offeror's ability to perform.

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 (MAY 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) 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 SAM website.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [**The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.**] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

concern.

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

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

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

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

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

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

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

(i) It ___ is, ___ 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 participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

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

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

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

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

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

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

product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any

delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards*(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror *o* does *o* 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 Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

(i) This solicitation includes a trade agreements certification (e.g., [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

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

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

Note to bidder/offeror: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act (DBA) insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

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

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

(b) The Contracting Officer has determined that for performance in the country of Portugal.

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

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

(d) RESERVED.

(End of provision)