

American Consulate Yekaterinburg
March 11, 2016

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number SRS980-16-Q-0002

The Consulate of the United States of America invites you to submit a quotation to provide English Language Training Services for Consulate employees at the U.S. Consulate General in Yekaterinburg, Russia.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed Ref: SRS980-16-Q-0002– English Language Training Services" to the Contracting Officer, Mr. Andrew Berdy, the U.S. Consulate General in Yekaterinburg, Russia, **on or before 1500 Hrs on March 25, 2016.**

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

Standard Form 1449
Section 1, The Schedule, price and payment
Section 5, Representations and Certifications

Direct any questions regarding this request for quotations to Svetlana Novitskaya email: novitskayasv@state.gov by letter or by telephone +7-917-5695-976 during regular business hours.

Sincerely,

Andrew Berdy
Contracting Officer

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 COVER PAGE, RFQ NUMBER SRS980-16-Q-0002

INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT

PRICES, BLOCK 23

1. Price and Payment

- 1.1 Sessions shall be of one hour duration and shall be scheduled Monday through Friday 7:00 am to 7:00 pm, except for official Russian or U.S. federal holidays. There will be limited after-hours requirements for field trips. The class schedule and the number of sessions will be determined in accordance with the number of students and number of classes. Each class group will be made of no more than 6 (six) students.

PRICING

The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months, with *four*, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

This is a fixed-price indefinite quantity/indefinite delivery contract with four one-year options.

- (a) The Contractor shall provide the services for the base period of the contract at the rates shown below and any option years exercised by the Government.
- (b) The quantities of services specified in the Schedule are estimates only and are not guaranteed by this contract.
- (c) The Contractor shall furnish to the Government, when and if ordered, the services as specified in this contract
- (d) The prices listed below shall include all labor, materials, overhead, and profit.
- (e) **VALUE ADDED TAX.** Value Added Tax (VAT) is not included into the contract price. Instead, it will be priced as a separate Line item in the contract and on Invoices. The amount of VAT to be charged is 18%. Local law dictates that the contract prices subject to VAT; this percentage is multiplied for the total contract price. It is reflected for each performance period and for each course.

BASE PERIOD

Option Term: 12 month period after Notice to Proceed issued:

English Classes	Estimated number of classes	Unit Costs in Rub	Total in Rub
Firm fixed price per session for groups no more than 6 students	From 500 to 700 hrs/a year		

Estimated Total Contract Price for Base Year _____

FIRST OPTION PERIOD

Option Term: Twelve (12) Months from expiration of base year

In consideration of satisfactory performance of all the scheduled service required under this contract the fixed price for the first option year of the contract is:

English Classes	Estimated number of classes	Unit Costs in Rub	Total in Rub
Firm fixed price per session for groups no more than 6 students	From 500 to 700 hrs/a year		

Estimated Total Contract Price for First Option Year _____

SECOND OPTION PERIOD

Option Term: Twelve (12) Months from expiration of first option year

In consideration of satisfactory performance of all the scheduled service required under this contract the fixed price for the second option year of the contract is:

English Classes	Estimated number of classes	Unit Costs in Rub	Total in Rub
Firm fixed price per session for groups no more than 6 students	From 500 to 700 hrs/a year		

Estimated Total Contract Price for Second Option Year _____

THIRD OPTION PERIOD

Option Term: Twelve (12) Months from expiration of second option year

In consideration of satisfactory performance of all the scheduled service required under this contract the fixed price for the third option year of the contract is:

English Classes	Estimated number of classes	Unit Costs in Rub	Total in Rub
Firm fixed price per session for groups no more than 6 students	From 500 to 700 hrs/a year		

Estimated Total Contract Price for Third Option Year _____

FOURTH OPTION PERIOD

Option Term: Twelve (12) Months from expiration of Third option year

In consideration of satisfactory performance of all the scheduled service required under this contract the fixed price for the fourth option year of the contract is:

English Classes	Estimated number of classes	Unit Costs in Rub	Total in Rub
Firm fixed price per session for groups no more than 6 students	From 500 to 700 hrs/a year		

Estimated Total Contract Price for Fourth Option Year _____

GRAND TOTAL PRICE

Base Year Total: _____

First Option Year Total: _____

Second Option Year Total: _____

Third Option Year Total: _____

Fourth Option Year Total: _____

Grand Total: _____

1.2 Payment

The Contractor shall not submit an invoice for payment until all requirements identified in this contract have been completed and delivery to the COR is complete.

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

U.S. CONSULATE GENERAL, YEKATERINBURG
 Attn: THE FINANCIAL MANAGEMENT OFFICE
 15 GOGOLYA STREET
 YEKATERINBURG
 RUSSIA

Invoices should include corresponding Contract number.

Definitions:

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

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

2. PERFORMANCE WORK STATEMENT

To provide English language training for beginner, pre-intermediate, intermediate, and advanced students who are the U.S. Consulate personnel. Classes should follow the communicatively/proficiency oriented language teaching approach. Instruction should be organized not in terms of grammatical structure, but in terms of functions (i.e. the specific purpose and context of the utterance). E.g., the function “shopping” requires a solid grasp of numbers, asking about prices or features of a product and bargaining. Similarly, the function “hosting a dinner or party” requires introductions and greetings and discussing interests and hobbies, proposing a toast, making a short speech, etc.

Such an approach emphasizes interaction and communication as the ultimate goal of study. Such communicative competence is taught by:

1. Teaching and practicing to communicate through interaction in the target language;
2. Introducing authentic texts into the learning situation from the very beginning (e.g., supermarket fliers, business cards etc. for the very beginners; editorials for advanced learners);
3. Enhancing/Including the student’s own personal experiences as important contributing elements to classroom learning (e.g. teaching and talking about different life situations);

Each class will meet two days a week for one hour per session.

BEGINNER:

- Cover the basics of spoken English, script, numbers. Familiarize students with reading.
- Provide conversational English lessons (both speaking and listening) for common situations
- Build basic vocabulary and learn essential grammar

PRE-INTERMEDIATE and INTERMEDIATE:

- Cover basic sentence structures and grammatical concepts so students can form and understand most basic sentences.
- Begin incorporating job-specific English. For example, consular officers will need to deal with visa issues and passport queries and political officers will focus on vocabulary relevant to understanding Russia's political landscape.

ADVANCED:

- Focus on reading longer articles, making longer speeches, and listening to authentic English speech for comprehension.
- Focus on developing interpreting and translation skills.
- Grammar should be covered only a diagnostic basis in class, i.e. when students demonstrate repeated or basic problems with a particular topic.

Additional Criteria

- Courses scheduled over the duration of one year, although attendance may dip (or classes may suspend based on low attendance between June and August).
- Instructors and institutions are requested to be flexible with timing and pace of the course to suit the students. Consulate hours are Monday through Friday from 7:00 AM through 7:00 PM. Courses take place at the U.S. Consulate.
- Provide course schedule and instructors' experience along with quote.
- Quotations need to be submitted monthly on an hourly rate basis.
- Mention any charges for completion certificates, if any.
- Award of contract will be based on price, delivery schedule, course content, and instructors' experience.

Contractor Obligations:

- a. The selected Contractor will perform all teaching activities in accordance with current Mission policies governing language instruction.
- b. The Contractor will provide a written proposal indicating objectives, prices, and academic program for each level.

- c. The Contractor will teach groups or individuals of people classified under three levels: Basic, Pre-Intermediate/Intermediate and Advanced.
- d. Each level will last until students are no longer attending or until class sizes are considered too small to justify funding, whichever occurs first in each instance.
- e. The classes will be held Monday through Friday from 7:00 AM through 7:00 PM, in accordance with the Mission internal policy, except on official Russian or U.S. federal holidays. The class schedule and the number of sessions will be determined according to the number of students and number of classes.
- f. The Contractor will present a monthly roster with actual hours signed both by the instructor and the student, according to the policy “hour signed, hour paid” which must be certified by both parties: HR and the service provider representative.
- g. The Mission will set up group classes of at least two employees at the same language level and time availability and will be designated by HR or Supervisor.
- h. The Contractor will keep a roster of class attendance, a copy of which will be turned over to the Consulate’s Office of Human Resources at the end of each month. Students on official travel, illness or on leave will be excused from attending classes with previous written notification to HR.
- i. The Contractor will perform a placement test to determine the students’ level.
- j. The Contractor will periodically give quizzes to determine the students’ progress and will give a test at the end of each course to determine if the students are prepared for the next level. The results of the tests will be forwarded to the Office of Human Resources.
- k. The Contractor will be responsible for transportation, parking fees or other expenses, which the teacher(s) may incur in the performance of this contract.

Only legally established institutions or language schools will be considered as potential providers. Submit a copy of the Ministry of Education certificate.

Consulate obligations:

- a. The Consulate will allow Consulate access the entry to the teacher(s) and provide use of physical space and facilities necessary to perform the training.
- b. The Consulate will pay for all electricity, water, gas, trash disposal, and other services for classes taught within Embassy premises where the classes are to be taught.
- c. The Consulate will pay the provider on a monthly basis.
- d. The provider will provide the Consulate with a legal invoice based on in the daily roster. The Consulate will pay the hours participants who could not attend and were not notified in advance as established and certified in the class roster.
- e. Payment will be in accordance with Mission Policy at an hourly rate to be determined after receiving the proposals of the providers interested in providing the Consulate with this service.

Other:

Post Language training is subject to funding availability and order of priority is governed by 13 FAM 231.

Holidays and low seasons: The Embassy will observe Omani and American holidays. During the summer, attendance can decrease and classes may stop due to low attendance from mid-May through early September.

Evaluation Process

1. Providing classes on the assigned days and at the assigned times.
2. Teaching a variety of language skills in each class; e.g. speaking, listening (e.g. to the teacher's experience about his/her weekend or an interesting article/event); reading and, if so desired by the student, writing.
3. Providing plenty of speaking opportunity for students (such as role-plays, presentations, interviews, telephone calls) so that communication is the primary goal of the class.
4. Using a variety of activities in each class; e.g. authentic reading materials (e.g. for beginners: obituaries, shop fliers, tourist offerings; for intermediate: simple newspaper articles about events; for advanced: editorials, readings about complex topics, audio-video materials for translation/interpretation); listening to video or audio clips; vocabulary games and grammar exercises.

3. SPECIAL CONTRACT REQUIREMENTS

SECURITY

General.: The Government reserves the right to deny access to U.S.- owned and U.S.- operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, and biographic data on all Contractor personnel who shall work on this contract.

4. PERIOD OF PERFORMANCE

Classes shall be of one hour duration and shall be scheduled Monday through Friday from 7:00 AM through 7:00 PM, except for official Russian or U.S. federal holidays. Each class meets for two one-hour sessions per week. Classes shall end on one year after the award of the contract. Some limited weekend hours may be included for special field trips. These would be by prior agreement between the instructor and students.

The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months, with *four*, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

5. CONTRACTOR FURNISHED PROPERTY

- 5.1 The Contractor shall provide all instructional materials including text books, class exercises, handouts, tests, and audio-visual media.
- 5.2 The Contractor shall ensure continuity of services by having instructor(s) committed to the Contractor to provide services for at least six months up to a year.
- 5.3 The Contractor shall provide qualified instructor(s), who are well versed in all topics to be covered, capable of answering in-depth questions on each topic and who will provide the required training in a classroom setting, based on the schedule of training modules or lessons and the objectives and goals for that training.
- 5.4 The Contractor shall provide instructor supervisor(s) who will supervise the performance of work under the contract, and who will perform quality assurance in meeting the objectives and goals for that training.
- 5.5 The Contractor shall provide other required classroom materials such as newspapers, magazines, dictionaries, or photocopied materials, written in the designated language for use by students in exercises or testing.

6. SPECIFIC TASKS

The Contractor shall provide instructional Foreign Language Training services at the firm fixed

prices shown in this contract. The objectives of each training module or lesson are to prepare all students as efficiently and effectively as possible to accomplish the goals of the training.

6.1.1 STUDENT TESTING

The Contractor shall administer tests on knowledge and proficiency as a required element of evaluating the student's progress in the training module or lesson. The Contractor shall provide these tests periodically to:

- determine the student's progress in training;
- identify areas of weakness where supplemental training may be needed; and,
- quantify the student's then-current level of knowledge and proficiency.

Initial testing will be used to establish a baseline for measurement of knowledge and proficiency obtained and may be used in a predictive manner to facilitate personal training planning.

6.1.2 STUDENT PROGRESS DOCUMENTATION AND TRAINING RECOMMENDATIONS

The Contractor's instructor(s) shall be responsible for documenting each student's progress in training and for preparing a training recommendation for each student. The student's progress will be reported to the student at the end of each lesson module. The Contractor shall prepare training recommendations that state specific plans for remedial, or supplementary use of supportive training materials, or use of tutoring and personalized training techniques.

Attachment 1: GOVERNMENT-FURNISHED PROPERTY AND INFORMATION

The Government may furnish such property, materials, and information such as Government classrooms, whiteboards, foreign language newspapers, and audio-visual equipment.

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Attachment 2: Foreign Language Training

7.1 PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENT	PERFORMANCE STANDARD	PERFORMANCE MEASUREMENT
<p>Listening Proficiency: Oral Recognition and Response Module Reception and Initial Contact, Behavior</p>	<p>Required Proficiency Level: At least 80% of the students tested in each class shall be able to answer correctly at least 80% of the selected vocabulary questions used in context.</p>	<p>Performance will be measured by standardized oral testing, administered periodically to track student development, and training outcomes.</p>
<p>Reading Comprehension: Reading Comprehension Module, Lesson 2 Recognition and Subject Matter Comprehension, Behavior</p>	<p>Required Proficiency Level: At least 80% of the students tested in each class shall be able to comprehend and correctly respond to at least 80% of the written communications questions in which the selected vocabulary is presented.</p>	<p>Performance will be measured by standardized written testing, administered periodically to track student development, and training outcomes.</p>
<p>Quality of Supervision : 5.4 Instructor Supervision.</p>	<p>COR shall receive no more than 1 valid complaints concerning quality of instruction during a one-month period.</p>	<p>Review complaint logs, review quality control activities and results, observation, and Government-conducted customer survey.</p>
<p>Documentation and Reporting Requirements:</p>	<p>Each report containing statistical or required information is accurately</p>	

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<p>6.1.1 Student Testing: Administer standardized tests, gather required information on testing results, and analyze results.</p>	<p>prepared and presented. At least 99% of the information gathered must be relevant and accurate.</p>	<p>Review records and reports, randomly verify testing procedures, observation, and detailed analysis.</p>
<p>6.1.2 Student Progress Documentation and Training Recommendations.</p>	<p>No more than 1% of the student progress reports required during the reporting period were received late or were missing.</p>	<p>Review operational logs, data bases, statistics, or through observation.</p>

7.2 Contracting Officer’s Representative (COR)

The Contracting Officer’s Representative (see clause 652.242-70 in Section 2 Addendum) will provide specific guidance and answer questions relative to the requirement described in paragraph D.1, above. The COR for this contract is:

Management Assistant

7.3 Completion Date and Delivery

The Contractor shall deliver a complete and full translation of the items listed in paragraph D.1, above. Deliver all materials to the COR at the following address:

Embassy of the United States of America
Attn: Management Officer

Yekaterinburg, Russia

8.1. Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective 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 conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	Work Requirements Para	Performance Threshold
<u>Services.</u>	All paragraphs in Section 2., and all paragraphs in Section 7 above	All required services are performed and no more than one (1) customer complaint is received per month

8.1.1 SURVEILLANCE.

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

8.1.2 STANDARD.

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

8.1.3 PROCEDURES.

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

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO FAR 52.212.4

None

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 (FEB 2016)

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

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (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 (Oct 2015) ([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.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (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. (Oct 2015) (31 U.S.C. 6101 note).

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

__ (10) [Reserved].

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

__ (ii) Alternate I (Nov 2011) of [52.219-3](#).

__ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (JAN 2011) of [52.219-4](#).

__ (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 (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

__ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2015) ([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 (Oct 2015) 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) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

__ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

__ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

__ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

__ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

__ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).

__ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

__ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

__ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).

__ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

__ (31) [52.222-37](#), Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

__ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

__ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

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

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

__ (36)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of [52.223-13](#).

__ (37)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

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

__ (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

__ (39)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

X (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

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

__ (42)(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 (43) [52.225-5](#), Trade Agreements (FEB 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

X (44) [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).

__ (45) [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](#)).

__ (46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

__ (48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

__ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (50) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (51) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (52) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

__ (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (54)(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) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

__ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

— (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (4) [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](#)).

— (5) [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](#)).

— (6) [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](#)).

— (7) [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](#)).

— (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

— (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

— (10) [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 (Oct 2015) ([41 U.S.C. 3509](#)).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 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 \$700,000 (\$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) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (v) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (viii) [52.222-37](#), Employment Reports on Veterans (Oct 2015) ([38 U.S.C. 4212](#))
- (ix) [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](#).
- (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xi)
 - (A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).
 - (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).
- (xii) [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](#)).
- (xiii) [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](#)).
- (xiv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) [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](#)).
- (xvii) [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](#).

(xviii) [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)

Alternate I (Feb 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

Alternate II (Oct 2015). As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

- (i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.

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

- (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.219-8](#), Utilization of Small Business Concerns (Oct 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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(D) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(E) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(F) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(G) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(H) [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](#).

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

(J) ___(1) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).

___(2) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).

(K) [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](#)).

(L) [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](#)).

(M) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(O) [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](#).

(P) [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](#).

ADDENDUM TO CONTRACT CLAUSES

FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current

FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

52.216-18 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.

52.216-22 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 five 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.

52.232-99 Providing Accelerated Payment to Small Business SubContractors (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum

M- 12-16, Providing Prompt Payment to Small Business SubContractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subContractors to the maximum extent

practicable after receipt of a proper invoice and all proper documentation from the small business subContractor.

- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

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

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The Contractor shall submit invoices in an original and

one 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:

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

All work shall be performed between Monday and Friday 7:00 am to 7:00 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 COR who will consider any deviation from the hours identified above.

*A new schedule of holidays observed by the U.S. Mission in Russia will be provided at the end of the calendar year for the following year.

Listed below are U.S. Mission holidays for 2016.

Date	Day	Russian (R) or U.S. Holiday	Name of Holiday
January 1	Friday	U.S./R	New Year Holidays
January 4	Monday	R	New Year Holidays
January 5	Tuesday	R	New Year Holidays
January 6	Wednesday	R	New Year Holidays
January 7	Thursday	R	Orthodox Christmas Day
January 8	Friday	R	New Year Holidays
January 18	Monday	U.S.	Martin Luther King's
February 15	Monday	U.S.	President's Day

February 22	Monday* (Saturday February 20)	R	Defender's Day
February 23	Tuesday	R	Defender's Day
March 7	Monday* (Sunday January 3)	R	Women's Day
March 8	Tuesday	R	Women's Day
May 2	Monday (Sunday May 1)	R	May Day
May 3	Tuesday*(Saturday January 2)	R	May Day
May 9	Monday	R	Victory Day
May 30	Monday	U.S.	Memorial Day
June 13	Monday (Sunday June 12)	R	Russian Independence Day
July 4	Monday	U.S.	Independence Day
September 5	Monday	U.S.	Labor Day
October 10	Monday	U.S.	Columbus Day
November 4	Friday	R	Day of Consent & Reconciliation
November 11	Friday	U.S.	Veteran's Day
November 24	Thursday	U.S.	Thanksgiving Day
December 26	Monday (Sunday December 25)	U.S.	Christmas Day

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

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

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

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

Each offer must consist of the following:

1. List of clients over the past **5** 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 Russia 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/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
4. The offeror's strategic plan for English 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) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO 52.212-1

None

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

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

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

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

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

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

Clause

Title and Date

52.204-6 Contractor Identification Number --Data Universal Numbering System (DUNS) Number (DEC 1996)

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

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.

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

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

SECTION 4 - EVALUATION FACTORS

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

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

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

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.

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 (APR 2012).

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

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

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

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

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

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

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

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

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

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

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

“Sensitive technology”—

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

- (1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

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

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

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

(ii) o *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 o is, o 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 o is, o 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 o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No. Country of Origin

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

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

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

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

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

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

Line Item No. Country of Origin

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

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

Other Foreign End Products:

Line Item No. Country of Origin

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

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

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

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

Canadian End Products:

Line Item No.

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

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

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

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

Line Item No. Country of Origin

(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

Line Item No.	Country of Origin

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

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

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

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

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

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

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

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial

challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);

- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

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

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

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

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

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

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

(o) *Sanctioned activities relating to Iran.*

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

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

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

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

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

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

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

(End of provision)

ADDENDUM TO 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.

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 insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved Contractors at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

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

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

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

<p><i>(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws</i></p>		<p><i>Local nationals: _____</i></p> <p><i>Third Country Nationals: _____</i></p>
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(b) The contracting officer has determined that for performance in the country of Oman

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.