To: Prospective Quoters

Subject: Request for Quotations number SIV100-12-R-0026

The Embassy of the United States of America in Abidjan, Côte d’Ivoire invites you to submit a quotation for the above named service.

Enclosed is a Request for Quotations (RFQ) for a documentary film translation, subtitling and dubbing services. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

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

Your quotation must be submitted by hand delivery to the address below by September 25, 2012 at 4:00pm.

Should you have any questions, please do not hesitate to contact Paul Gyakye-Smith at telephone (D/L): 2249-4215 or mobile 0672-0983

Contracting Office
GSO Procurement Section
American Embassy, Abidjan

Sincerely,

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Kevin J. Vogel,
Contracting Officer
DOCUMENRTARY FILM
TRANSLATION SERVICES

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I. Scope of Services

A. General Scope. The contractor shall Translate,Subtitle and Dub from English into French a fifteen part documentary film series titled “Democracy in America”. Each of the 30 minute longs segments describes a different aspect of democracy in the United States. The film should be dubbed into French; portions may be subtitled instead of dubbed as described in the statement of work. This shall be a “work for hire” and therefore neither the contractor nor the subcontractor if any, shall retain any rights to possess a copy of the film which may be further disseminated.

II. Contract Type. The contract type will be firm fixed price contract type.

III. Pricing.

A. The price listed below shall include all labor, materials, overhead, profit, and transportation necessary to translate, subtitle and dub the identified documentary film series specified below.

B. Price: The price for the Translation, Subtitling and Dubbing of this 15 part series of 30 minute documentary films shall be____________________ Francs CFA

IV. Payment

A. The Government shall make a total payment of the Contract Price for the translation, subtitling and dubbing of the documentary film series entitled “Democracy in America”, after approval by the Government.

Completion/Delivery Due Dates

Deliverable/Action to be completed

- Delivery of completed DVD date: three months after signing of contract.

- Weekly reports on translating, subtitling and dubbing by 3\textsuperscript{rd} day of each week.

VI. Delivery of Product

The contractor shall deliver the documentary films titled “Democracy in America” to the Contracting Officer through the following address:

The Contracting Officer
American Embassy, Abidjan
VII. Contracting Officer's Representative (COR):

The COR for this contract is the **Public Affairs Officer**

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**SCHEDULE OF SUPPLIES/SERVICES**

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

I. **Specifications: Copyright Information**

1. The Contractor shall translate and dub the documentary films titled “Democracy in America” from English into French in one copy on DVD and shall correspond to the written document provided.

2. The contractor shall retain the right, in accordance with FAR 52.227-17, to translate and dub the documentary film and have it submitted to the Contracting Officer not later than **three months after this contract is signed** after which point this right shall terminate and revert to American Embassy, Abidjan. If dubbing of this translated version of the documentary film has not occurred by stated delivery date.

3. In the event of the translation, subtitling and dubbing of the documentary film on or before **three months after this contract is signed** this license shall continue in full force and effect for 24 months after the actual date of dubbing and delivery. Thereafter, all rights shall revert to the American Embassy, Abidjan.

4. The Government may modify this contract to provide for additional translation of parts of the film. Rights for the additional translation shall be for an additional period mutually agreed upon by the Contractor and the American Embassy, Abidjan.

5. Copyright notice to be used: All rights reserved.

6. Translator’s full name, complete title and copyright notice must appear in English at the end of the film.

7. The approved translation and dubbing of this documentary film becomes the sole property of the United States Government for any purpose. The Contractor shall not retain any interests or rights, except for the purpose of dubbing of the titled film. The original copyright holder retains control of all rights related to the use and dissemination of these films.

II. **Specifications of documentary to be translated subtitled and dubbed.**

1. The documentary film shall be translated and dubbed by the Contractor as indicated below:
a. Title: “Democracy in America”

b. Author: Annenberg Media

c. Language: English

d. Duration of edition to be dubbed: 15 programs of 30 minutes (450 minutes total)

e. Specifications of Dubbing

✓ DVD documentary
✓ Songs to be maintained in English (with subtitles if possible – ie when transcript is provided)
✓ Portions subtitled in the original can be subtitled rather than dubbed.
✓ Portions for which a transcript is not provided need not be translated.
✓ Sound that provides background noise (e.g. Protests, baseball game sounds) can be subtitled.
✓ Government can provide transcripts for review.
✓ Different voices should be used for all major individuals identified in each of the 15 programs. Programs can have thirty or more distinct voices identified.
✓ Voices can be repeated for minor characters with the agreement of the government.
✓ Voices can be used for different individuals in different programs.

III. Translation and Production Requirements

A. Translator/Producer

1. The Contractor shall use a translator and/or producer who have or has the following experience/credentials:

   a. The translator should have successfully translated works of a similar nature within the preceding 5 years. The producer should have successfully produced documentary films of similar nature within the preceding 5 years.
   b. Examples of similar work are as follows: The March

2. The Contractor shall make no substitutions for the translator/producer unless the substitution/production is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 5 working days after the occurrence of any of these events and provide the information required by paragraph 3 to the Contracting Officer at least 5 working days before to making any permanent substitutions.
3. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute must possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract. The Contracting Officer will notify the Contractor within 5 working days after receipt of all required information of the decision on the substitution. This clause will be modified to reflect any changes in key personnel.

B. Translation/Dubbing – The contractor shall translate and dub into the French language the text of the documentary. The Contractor agrees to make the translation and dubbing complete, faithful to the original, and of good literary quality. The Contractor shall not simplify, adapt, or abridge the original content, nor shall he make additions without authorization from the copyright owner.

The Contractor shall perform non-personal translation and dubbing services conforming to high professional standards. The Contractor shall:

i. Translate and Dub from English and into French, producing full, idiomatic translations of documents that may include highly technical papers, legal documents, and international treaties or national laws, regulations, or government correspondence.

ii. Perform analysis as deep as is needed under the circumstances in order to understand correctly the substance of the words and information to be translated, including attention to detail and nuances. The Contractor shall carefully analyze the simplicity or complexity of the language to be used in order to reach adequately the intended target audience. The Contractor shall perform sufficient research as to be able to apply the correct approach to dubbing documentary films that will fit various and complex sets of circumstances. The Contractor shall apply analytical skill to extract essential information from research material in order to apply it readily to the solution of problems of semantics or substance. The Contractor shall resolve linguistic problems as they arise and coordinate the work with others as necessary and as directed by the Contracting Officer’s Representative (COR).

iii. Display fluent command of English and French covering a wide range of terminology and specialized vocabulary in many fields, which may include important diplomatic, legal, economic, financial, technical, scientific, or other texts, which may originate from the highest levels of the U.S. government or foreign governments. Translations shall be of such quality as to accuracy, terminology, and style that they require minimal review by the Embassy/Consulate. The Contractor may be required to compare the English and foreign language versions of texts of treaties, agreements, and other documents for conformity of meaning prior to signature and publication.
iv. Apply a high degree of judgment to understand the thrust of specific, often conceptually complex statements, such as typically drafted by leading experts in a field, and to transpose them into another language without loss of important nuances. The Contractor shall develop research patterns in order to define the specific parameters that must be mastered to overcome communications problems, often caused by differences in general philosophy, academic education, or scientific methodology among various countries and cultures.

C. Approval of Translation - The Contractor is encouraged to share translations with the Contracting Officer’s Representative ten days prior to recording. The Contractor agrees to submit to the Contracting Officer’s Representative (COR) for approval a translated, subtitled and dubbed copy of such documentary no later than 10 working days before final setting begins. The Government shall have 5 working days to review and request changes/approve this copy. The contractor further agrees to make changes or revisions in the translation following the comments provided in writing by COR, in order to obtain an acceptable translation. He will then submit one copy of the documentary in clean type as recommended by COR no later than 5 working days before final setting begins.

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

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

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

   (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
   ___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(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.]

   ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (11) [Reserved]
__ (ii) Alternate I (Nov 2011).
__ (iii) Alternate II (Nov 2011).
__ (iii) Alternate II (Mar 2004) of 52.219-7.
__ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
__ (iii) Alternate II (Oct 2001) of 52.219-9.
__ (iv) Alternate III (Jul 2010) of 52.219-9.
__ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
__ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
__ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(ii)).
__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (June 2003) of 52.219-23.
(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).
(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
(34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(ii) Alternate I (DEC 2007) of 52.223-16.
(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).


(iii) Alternate II (Jan 2004) of 52.225-3.


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

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

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


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


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

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

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

[Contracting Officer check as appropriate.]


Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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

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

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

(iii) [Reserved]
(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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


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 a network "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:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-9</td>
<td>Personal Identify Verification of Contractor Personnel (JAN 2011)</td>
<td></td>
</tr>
<tr>
<td>52.225-14</td>
<td>Inconsistency between English Versions And Translation of Contract (FEB 2000)</td>
<td></td>
</tr>
<tr>
<td>52.227-17</td>
<td>Rights in Data – Special Works (JUN 1987)</td>
<td></td>
</tr>
<tr>
<td>DOSAR 652.242-70</td>
<td>Contracting Officer's Representative (COR) (AUG 1999)</td>
<td></td>
</tr>
</tbody>
</table>

The following FAR clause is provided in full text:

None

The following DOSAR clauses are provided in full text:

(End of clause)

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

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

(b) The COR for this contract is The Public Affairs Officer.

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.

SECTION 3 – SOLICITATION PROVISIONS

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

ADDENDUM TO 52.212-1

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

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

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

1. Name of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;
2. Name of the Translator/Producer, his qualifications and samples of his work during the preceding 5 years.
3. Evidence that the offeror/quoter operates a established business with a permanent address and telephone listing;
4. List of clients, demonstrating prior experience with relevant past performance information and references;
5. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
6. Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
7. Samples of 2 or three translated works similar to the one requested in this RFQ.

ADDENDUM TO SOLICITATION PROVISIONS

FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

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

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

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-6</td>
<td>Contractor Identification Number --Data Universal Numbering System (DUNS) Number</td>
<td>(APR 2008)</td>
</tr>
<tr>
<td>52.209-7</td>
<td>Information Regarding Responsibility Matters</td>
<td>(JAN 2011)</td>
</tr>
<tr>
<td>52.209-9</td>
<td>Updates of Information Regarding Responsibility Matters Alt 1</td>
<td>(JAN 2011)</td>
</tr>
<tr>
<td>52.214-35</td>
<td>Submission of Offers in the English Language</td>
<td>(APR 1991)</td>
</tr>
</tbody>
</table>

SECTION 4 - EVALUATION FACTORS

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

(a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotations.

(c) Price Evaluation. The lowest price will be determined by examination of the prices submitted by each offeror/quoter and determining which is lowest the total price listed in "Prices - Continuation of SF-1449, block 23". The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) Responsibility Determination. Responsibility will be determined by analyzing whether the apparent successful offeror/quoter 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.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items.

(Nov 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.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 at http://orca.bpn.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 on ORCA.]

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

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

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

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

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

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

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

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

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: ___________.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

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

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: __________. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

(i) General. The offeror represents that either—

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

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: __________________.] (11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

(d) Representations required implementing provisions of Executive Order 11246—

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

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

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

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

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

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

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

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

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

(2) **Foreign End Products:**

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<th>Line Item No.</th>
<th>Country of Origin</th>
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[List as necessary]

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

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

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

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

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[List as necessary]

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

Other Foreign End Products:

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[List as necessary]

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

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

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

Canadian End Products:

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[List as necessary]

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

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

Canadian or Israeli End Products:

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<th>Line Item No.</th>
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[List as necessary]

(4) *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)(4)(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:

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<th>Country of Origin</th>
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[List as necessary]

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

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

(1) 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.

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<tr>
<th>Listed End Product</th>
<th>Listed Countries of Origin</th>
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(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) o 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) o 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 o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used
regularly for other than Governmental purposes and are sold or traded by the offeror
(or subcontractor in the case of an exempt subcontract) in substantial quantities to the
general public in the course of normal business operations;
(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).
o TIN: ________________________________.
o TIN has been applied for.
o TIN is not required because:
o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
o Offeror is an agency or instrumentality of a foreign government;
o Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
O Sole proprietorship;
O Partnership;
o Corporate entity (not tax-exempt);
o Corporate entity (tax-exempt);
o Government entity (Federal, State, or local);
o Foreign government;
o International organization per 26 CFR 1.6049-4;
o Other ________________________________.
(5) Common parent.
o Offeror is not owned or controlled by a common parent;
o Name and TIN of common parent:
   Name ________________________________.
   TIN ________________________________.
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.
   (1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.
   (2) Representation. By submission of its offer, the offeror represents that—
      (i) It is not an inverted domestic corporation; and
      (ii) It is not a subsidiary of an inverted domestic corporation.
(o) Sanctioned activities relating to Iran.
   (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
   (2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
      (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

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

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

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

(End of provision)