To: Prospective Quoters

Subject: Request for Quotations number SGG80017Q0008

Enclosed is a Request for Quotations (RFQ) for **Click Service for XEROX Copiers**. 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 electronically to Tbilisibids@state.gov on or before **5:00pm May 5, 2017**. No quotations will be accepted after this time.

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

- 1. SF-1449
- 2. Section 5, Representations and Certifications;
- 3. Additional information as required in Section 3.
- 4. A copy of SAM registration or an evidence SAM registration will be completed upon award of the contract.
- 5. Defense Base Act (DBA) insurance premium costs covering employees

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

Quotations are due by May 5, 2017, 5:00pm local time (GMT+4)

Sincerely,

Christopher Easley,

Contracting Officer

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		ACT/ORDER FOR BLOCKS 12, 17, 23, 2		AL ITEM	S	1. REQUI	ISITION N 4982	UMBER		PAGE 1 OF 56 PAGES
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORI	DER NUMBE	R		ITATION N 0017Q000		1	6. SOLICITATION ISSUE DATE 04/20/2017
7. FOR SOLICITA		a. NAME Nana Bregvadze	l .			calls)	HONE NUN 2277000	MBER(No collect		8. OFFER DUE DATE/ LOCAL TIME 05/05/2017 / 17:00
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30b. NAME AND TIT	TLE OF SIGNER	(Type or print)	30c. DATE SIGN	ED	31b. NAME C	OF CONTRACTING OFFICER (Type or print)			print)	31c. DATE SIGNED

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER S-GG80017Q0008 PRICES, <u>BLOCK 23</u>

1.0 DESCRIPTION/PERFORMAVE WORK STATEMENT

The purpose of this firm fixed price indefinite-delivery indefinite-quantity contract (IDIQ) is to provide CLICK Service to US Embassy Tbilisi XEROX copiers. The CLICK service shall cover all consumables, except paper, including but not limited to toner, developer kits, fuser oil, unlimited repair services (emergency repairs and preventive maintenance) during the normal business hours and work of engineer. These rates include all costs associated with providing CLICK services in accordance with manufacturer's warranty including materials, labor, insurance (see FAR 52.228-3 and 52.228-5), overhead, profit.

2.0 PRICING

VALUE ADDED TAX. Value Added Tax (VAT) is <u>not applicable to this contract</u> and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

The contract type is a firm fixed price indefinite-delivery indefinite-quantity contract (IDIQ) for click services paid periodically (once a month or a quarter) and refers to a single print/copy value, so called "click charge". The copy means a one sided letter size or A4 paper copy. The contract will be for a one-year period, with four one-year optional periods of performance.

2.1 Base Year - The Contractor shall provide the services shown below for the base period of the contract, starting from June 1, 2017 through May 31, 2018

#	Description /Copier brand model	Office	Q-ty	Serial Number	Installation Date (month/day/ year)	Image/ Copy type	Annual Estimated Number of Copies	Unit price for a onesided A4 paper copy in USD	Total in USD
1	XEROX WC7345	ACIR	1	3529171349	12.14.2008	Color	5000		
2	XEROX WC7345	ACIR	1	3529171349	12.14.2008	Black & White	1000		
3	XEROX CC245	ACIR	1	2233084053	10.31.2005	Black & White	23000		

4	XEROX CC5645	FMO	1	3641271631	10.25.2010	Black & White	30000	
5	XEROX WC5745	PAO	1	3647831531	10.23.2012	Black & White	40000	
6	XEROX 7345	PAO	1	3529191323	12.14.2008	Color	10000	
7	XEROX 7345	PAO	1	3529191323	12.14.2008	Black & White	2000	
8	XEROX CC245	POL/ ECO N	1	2233110593	10.31.2005	Black & White	7000	
9	XEROX CC5645	GSO	1	3641271607	10.25.2010	Black & White	30200	
10	XEROX DC5645	WAR EHO USE	1	2233084045	01.10.2008	Black & White	40000	
11	XEROX WC5745	MED UNIT	1	3647831159	11.19.2012	Black & White	12300	
12	XEROX WCP5638	FMS	1	3641505225	06.02.2010	Black & White	10500	
13	XEROX WC5335	HR	1	3322443799	08.18.2014	Black & White	5700	
14	XEROX WC5845	CONS	1	3640151071	09.27.2013	Black & White	29500	
15	XEROX CC245	DTR O-G	1	2233083880	10.31.2005	Black & White	14300	
16	XEROX CC5645	MOT ORPO OL	1	3632568974	01.10.2008	Black & White	13000	
17	XEROX CC5645	INL	1	3632556275	12.14.2008	Black & White	23000	
18	XEROX CC5875	CDC	1	3660600158	12.02.2014	Black & White	134000	

DBA	amount:							
Tota	al for Base yo	ear in US	SD:					
18	XEROX CC5875	CDC	1	3660600158	12.02.2014	& White	134000	
	MEDOM					Black		
	CC3043					White		
17	CC5645	INL	1	3632556275	12.14.2008	&	23000	
	XEROX					Black		
	CC3043	OL				White		
16	CC5645	ORPO	1	3632568974	01.10.2008	&	13000	
	XEROX	MOT				Black		

* MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government will place orders totaling a minimum of 5,000 copies for this period of performance. The maximum quantity of all orders shall not exceed 500,000 for this period of performance.

** Note: The list of copiers may change during the contract period. Such changes are subject to the Contract Modification.

2.2 Option Year 1 - The Contractor shall provide the services shown below for the Option Year 1 of the contract, starting from June 1, 2018 through May 31, 2019

#	Description /Copier brand model	Office	Q-ty	Serial Number	Installation Date (month/day/ year)	Image/ Copy type	Annual Estimated Number of Copies	Unit price for a onesided A4 paper copy in USD	Total in USD
1	XEROX WC7345	ACIR	1	3529171349	12.14.2008	Color	5000		
2	XEROX WC7345	ACIR	1	3529171349	12.14.2008	Black & White	1000		
3	XEROX CC245	ACIR	1	2233084053	10.31.2005	Black & White	23000		
4	XEROX CC5645	FMO	1	3641271631	10.25.2010	Black & White	30000		
5	XEROX WC5745	PAO	1	3647831531	10.23.2012	Black & White	40000		
6	XEROX 7345	PAO	1	3529191323	12.14.2008	Color	10000		
7	XEROX 7345	PAO	1	3529191323	12.14.2008	Black & White	2000		
8	XEROX CC245	POL/ ECO N	1	2233110593	10.31.2005	Black & White	7000		
9	XEROX CC5645	GSO	1	3641271607	10.25.2010	Black & White	30200		

10	XEROX DC5645	WAR EHO USE	1	2233084045	01.10.2008	Black & White	40000	
11	XEROX WC5745	MED UNIT	1	3647831159	11.19.2012	Black & White	12300	
12	XEROX WCP5638	FMS	1	3641505225	06.02.2010	Black & White	10500	
13	XEROX WC5335	HR	1	3322443799	08.18.2014	Black & White	5700	
14	XEROX WC5845	CONS	1	3640151071	09.27.2013	Black & White	29500	
15	XEROX CC245	DTR O-G	1	2233083880	10.31.2005	Black & White	14300	
16	XEROX CC5645	MOT ORPO OL	1	3632568974	01.10.2008	Black & White	13000	
17	XEROX CC5645	INL	1	3632556275	12.14.2008	Black & White	23000	
18	XEROX CC5875	CDC	1	3660600158	12.02.2014	Black & White	134000	

Total for Option year 1 in USD:	
DBA amount:	

* MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government will place orders totaling a minimum of 5,000 copies for this period of performance. The maximum quantity of all orders shall not exceed 500,000 for this period of performance.

** Note: The list of copiers may change during the contract period. Such changes are subject to the Contract Modification.

2.3 Option Year 2 - The Contractor shall provide the services shown below for the Option Year 2 of the contract, starting from June 1, 2019 through May 31, 2020

#	Description /Copier brand model	Office	Q-ty	Serial Number	Installation Date (month/day/ year)	Image/ Copy type	Annual Estimated Number of Copies	Unit price for a onesided A4 paper copy in USD	Total in USD
1	XEROX WC7345	ACIR	1	3529171349	12.14.2008	Color	5000		
2	XEROX WC7345	ACIR	1	3529171349	12.14.2008	Black & White	1000		
3	XEROX CC245	ACIR	1	2233084053	10.31.2005	Black & White	23000		
4	XEROX CC5645	FMO	1	3641271631	10.25.2010	Black & White	30000		
5	XEROX WC5745	PAO	1	3647831531	10.23.2012	Black & White	40000		
6	XEROX 7345	PAO	1	3529191323	12.14.2008	Color	10000		
7	XEROX 7345	PAO	1	3529191323	12.14.2008	Black & White	2000		
8	XEROX CC245	POL/ ECO N	1	2233110593	10.31.2005	Black & White	7000		
9	XEROX CC5645	GSO	1	3641271607	10.25.2010	Black & White	30200		
10	XEROX DC5645	WAR EHO USE	1	2233084045	01.10.2008	Black & White	40000		
11	XEROX WC5745	MED UNIT	1	3647831159	11.19.2012	Black & White	12300		
12	XEROX WCP5638	FMS	1	3641505225	06.02.2010	Black & White	10500		
13	XEROX WC5335	HR	1	3322443799	08.18.2014	Black & White	5700		

14	XEROX WC5845	CONS	1	3640151071	09.27.2013	Black & White	29500	
15	XEROX CC245	DTR O-G	1	2233083880	10.31.2005	Black & White	14300	
16	XEROX CC5645	MOT ORPO OL	1	3632568974	01.10.2008	Black & White	13000	
17	XEROX CC5645	INL	1	3632556275	12.14.2008	Black & White	23000	
18	XEROX CC5875	CDC	1	3660600158	12.02.2014	Black & White	134000	

Total for Option year 2 in USD:	
DBA amount:	

* MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government will place orders totaling a minimum of 5,000 copies for this period of performance. The maximum quantity of all orders shall not exceed 500,000 for this period of performance.

** Note: The list of copiers may change during the contract period. Such changes are subject to the Contract Modification.

2.4 Option Year 3 - The Contractor shall provide the services shown below for the Option Year 3 of the contract, starting from June 1, 2020 through May 31, 2021

#	Description /Copier brand model	Office	Q-ty	Serial Number	Installation Date (month/day/ year)	Image/ Copy type	Annual Estimated Number of Copies	Unit price for a onesided A4 paper copy in USD	Total in USD
1	XEROX WC7345	ACIR	1	3529171349	12.14.2008	Color	5000		

2	XEROX WC7345	ACIR	1	3529171349	12.14.2008	Black & White	1000	
3	XEROX CC245	ACIR	1	2233084053	10.31.2005	Black & White	23000	
4	XEROX CC5645	FMO	1	3641271631	10.25.2010	Black & White	30000	
5	XEROX WC5745	PAO	1	3647831531	10.23.2012	Black & White	40000	
6	XEROX 7345	PAO	1	3529191323	12.14.2008	Color	10000	
7	XEROX 7345	PAO	1	3529191323	12.14.2008	Black & White	2000	
8	XEROX CC245	POL/ ECO N	1	2233110593	10.31.2005	Black & White	7000	
9	XEROX CC5645	GSO	1	3641271607	10.25.2010	Black & White	30200	
10	XEROX DC5645	WAR EHO USE	1	2233084045	01.10.2008	Black & White	40000	
11	XEROX WC5745	MED UNIT	1	3647831159	11.19.2012	Black & White	12300	
12	XEROX WCP5638	FMS	1	3641505225	06.02.2010	Black & White	10500	
13	XEROX WC5335	HR	1	3322443799	08.18.2014	Black & White	5700	
14	XEROX WC5845	CONS	1	3640151071	09.27.2013	Black & White	29500	
15	XEROX CC245	DTR O-G	1	2233083880	10.31.2005	Black & White	14300	
16	XEROX CC5645	MOT ORPO OL	1	3632568974	01.10.2008	Black & White	13000	
17	XEROX CC5645	INL	1	3632556275	12.14.2008	Black & White	23000	

1 3660600158 12.02.2014 Black & 134000 White	3 12.02	3660600158	1	CDC	XEROX CC5875	18
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Total for Option year 3 in USD:	
DBA amount:	

* MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government will place orders totaling a minimum of 5,000 copies for this period of performance. The maximum quantity of all orders shall not exceed 500,000 for this period of performance.

- ** Note: The list of copiers may change during the contract period. Such changes are subject to the Contract Modification
- 2.5 Option Year 4 The Contractor shall provide the services shown below for the Option Year 4 of the contract, starting from June 1, 2021 through May 31, 2022.

#	Description /Copier brand model	Office	Q-ty	Serial Number	Installation Date (month/day/ year)	Image/ Copy type	Annual Estimated Number of Copies	Unit price for a onesided A4 paper copy in USD	Total in USD
1	XEROX WC7345	ACIR	1	3529171349	12.14.2008	Color	5000		
2	XEROX WC7345	ACIR	1	3529171349	12.14.2008	Black & White	1000		
3	XEROX CC245	ACIR	1	2233084053	10.31.2005	Black & White	23000		
4	XEROX CC5645	FMO	1	3641271631	10.25.2010	Black & White	30000		
5	XEROX WC5745	PAO	1	3647831531	10.23.2012	Black & White	40000		

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6	XEROX 7345	PAO	1	3529191323	12.14.2008	Color	10000		
7	XEROX 7345	PAO	1	3529191323	12.14.2008	Black & White	2000		
8	XEROX CC245	POL/ ECO N	1	2233110593	10.31.2005	Black & White	7000		
9	XEROX CC5645	GSO	1	3641271607	10.25.2010	Black & White	30200		
10	XEROX DC5645	WAR EHO USE	1	2233084045	01.10.2008	Black & White	40000		
11	XEROX WC5745	MED UNIT	1	3647831159	11.19.2012	Black & White	12300		
12	XEROX WCP5638	FMS	1	3641505225	06.02.2010	Black & White	10500		
13	XEROX WC5335	HR	1	3322443799	08.18.2014	Black & White	5700		
14	XEROX WC5845	CONS	1	3640151071	09.27.2013	Black & White	29500		
15	XEROX CC245	DTR O-G	1	2233083880	10.31.2005	Black & White	14300		
16	XEROX CC5645	MOT ORPO OL	1	3632568974	01.10.2008	Black & White	13000		
17	XEROX CC5645	INL	1	3632556275	12.14.2008	Black & White	23000		
18	XEROX CC5875	CDC	1	3660600158	12.02.2014	Black & White	134000		

Total for Option year 4 in USD:	
DBA amount:	

* MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government will place orders totaling a minimum of 5,000 copies for this period of performance. The maximum quantity of all orders shall not exceed 500,000 for this period of performance.

** Note: The list of copiers may change during the contract period. Such changes are subject of the Contract Modification

Total - Base Year in USD (including DBA)	
Total - Option Year 1 in USD (including DBA)	
Total - Option Year 2 in USD (including DBA)	
Total - Option Year 3 in USD (including DBA)	
Total - Option Year 4 in USD (including DBA)	
GRAND TOTAL = BASE + 4 OPTION YEARS	
(ESTIMATED) IN USD (including DBA)	

CONTINUATION TO SF-1449, RFQ NUMBER SGG80017Q0008 SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.0 SCOPE OF WORK

The Contractor to maintain the XEROX copiers listed in Section 1 – Prices, in safe, reliable and efficient operating condition. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, and as well as all necessary transportation, equipment, tools, repair parts, supplies and materials required to perform inspection, maintenance, repair, and component replacement as required to maintain the XEROX copiers in accordance with the manufacturer's specifications. Under this contract the Contractor shall provide:

- the visits and services of a trained XEROX copier mechanic on as needed basis to check and repair equipment operation and perform scheduled and preventive maintenance;
- Emergency response service during regular business hours; appropriate, same day, visit and service in response to a XEROX copier malfunction trouble call.

The performance period of this contract is from the date of contract award (approximately *June 1, 2017*) and continuing for 12 months, with *4 (four)* one-year option(s) to renew. The initial period of performance includes any transition period authorized under the contract.

In order for the option (s) to be exercised at the prices indicated in this contract, the Government shall prepare a modification to this contract exercising this option.

2.0 HOURS OF PERFORMANCE

The Contractor shall schedule all routine maintenance and repair work during normal business hours which are defined as 9:00 to 18:00 Monday to Friday, excluding local and US holidays, unless approved in advance by the Contracting Officer's Representative (COR).

3.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

3.1 General. The Contractor shall designate a representative who shall supervise the Contractor's XEROX copier mechanics and be the Contractor's liaison with the American Embassy/Consulate. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to machine rooms, either with or without security escorts, only with specific permission by either the Contracting Officer or the COR.

3.2 Personnel security. The Government reserves the right to deny access to U.S owned and U.S.-operated facilities to any individual.

3.3 Standards of conduct

- 3.3.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.
- 3.3.2 The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms wearing on duty site.
- 3.3.3 Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- 3.3.4 The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.
- 3.3.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.
- 3.3.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

4.0 WORK REQUIREMENTS

4.1 General. The Contractor shall provide full service to meet routine maintenance requirements. The Contractor shall maintain XEROX copiers so that the copiers are in a safe and efficient operating condition at all times. In the event of a break down, the Contractor shall make every effort to immediately return the XEROX copier to an operating condition.

4.2 Issuance of Task Orders.

- (a) The Contracting Officer will authorize work only through the issuance of task orders. Task orders shall be established on a fixed price per copy basis and shall be modified solely by a written modification executed by the Contracting Officer. Each task order will set forth a ceiling price.
- (b) The Contractor shall perform only those services specifically authorized in the individual task orders issued under this contract. The Contractor shall complete all work and services under this contract when specified in the task orders.
- (c) The designated ordering individual for this contract is the Contracting Officer.

4.3 Summary of Services -

- Installation
- Cleaning of mechanical parts, including vacuum cleaning of the copiers
- Programming
- Providing the customer with the consultations and instructions
- Maintenance/Repair of optic systems
- Carry out the technical maintenance and repair services in accordance with the latest versions of copier maintenance instructions

4.4 Spare parts and replacements

The contractor shall provide all necessary spare parts and consumables (staples, developer, OPC drum, rollers, belts, gears, etc. (No paper)) required to make XEROX copiers in an operable condition.

5.0 Permits.

The Contractor shall maintain in full force and effect all permits, licenses, and appointments required for the prosecution of work under this contract at no additional cost to the Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws.

6.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

6.1 This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the

Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Paragraphs	Performance Threshold
Services. Performs all Click services set forth in the scope of work.	1 thru 7	All required services are performed and no more than one (1) one customer complaint is received per month.

- 6.2 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.
- 6.3 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.
- 6.4. Procedures.
- 6.4.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- 6.4.2 The COR will complete appropriate documentation to record the complaint.
- 6.4.3 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.
- 6.4.4 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.
- 6.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- 6.4.6 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.
- 6.4.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

6.4.8 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.

7.0 Personal Injury, Property Loss or Damage (Liability)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services required under this contract.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (JAN 2017), is incorporated by reference (see SF-1449, Block 27A)

• 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (JAN 2017)

- (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) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
 - (2) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).
- (3) <u>52.233-4</u>, 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:
- __ (1) <u>52.203-6</u>, 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) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C.</u> <u>3509</u>)).
- __ (3) <u>52.203-15</u>, 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) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).
 - __ (5) [Reserved].
- __ (6) <u>52.204-14</u>, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- __ (7) <u>52.204-15</u>, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- _X_ (8) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- __ (9) <u>52.209-9</u>, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
 - __ (10) [Reserved].
- __ (11)(i) <u>52.219-3</u>, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (<u>15</u> <u>U.S.C. 657a</u>).
 - __ (ii) Alternate I (Nov 2011) of 52.219-3.
- __ (12)(i) <u>52.219-4</u>, 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) (<u>15 U.S.C. 657a</u>).
 - __ (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 <u>52.219-7</u>. __ (iii) Alternate II (Mar 2004) of <u>52.219-7</u>. (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2)and (3)). __ (17)(i) <u>52.219-9</u>, Small Business Subcontracting Plan (Nov 2016) (<u>15 U.S.C. 637(d)(4)</u>). __ (ii) Alternate I (Nov 2016) of <u>52.219-9</u>. __ (iii) Alternate II (Nov 2016) of 52.219-9. __ (iv) Alternate III (Nov 2016) of <u>52.219-9</u>. (v) Alternate IV (Nov 2016) of 52.219-9. __ (18) <u>52.219-13</u>, Notice of Set-Aside of Orders (Nov 2011) (<u>15 U.S.C. 644(r</u>)). __ (19) <u>52.219-14</u>, Limitations on Subcontracting (Nov 2011) (<u>15 U.S.C. 637(a)(14)</u>). __ (20) <u>52.219-16</u>, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (<u>15 U.S.C.</u> 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)). **X**_ (25) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755). _X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126). (27) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015). __ (28) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246). (29) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015)(<u>38 U.S.C. 4212</u>). (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). __ (31) <u>52.222-37</u>, Employment Reports on Veterans (FEB 2016) (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 <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> 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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017). Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction. __ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016). __ (37)(i) <u>52.223-9</u>, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) __ (38) <u>52.223-11</u>, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). (39) <u>52.223-12</u>, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693). _X_ (40)(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. (41)(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. X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42) U.S.C. 8259b). (43)(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_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513). __ (45) <u>52.223-20</u>, Aerosols (Jun 2016) (E.O. 13693). __ (46) <u>52.223-21</u>, Foams (Jun 2016) (E.O. 13693). __ (47) <u>52.225-1</u>, Buy American—Supplies (May 2014) (<u>41 U.S.C. chapter 83</u>). __ (48)(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 <u>52.225-3</u>. __ (iii) Alternate II (May 2014) of <u>52.225-3</u>. __ (iv) Alternate III (May 2014) of 52.225-3. __ (49) <u>52.225-5</u>, Trade Agreements (OCT 2016) (<u>19 U.S.C. 2501</u>, et seq., <u>19 U.S.C.</u>

3301note).

- _X_ (50) <u>52.225-13</u>, 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).
- __(51) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- __ (52) <u>52.226-4</u>, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (<u>42 U.S.C.</u> <u>5150</u>).
- __(53) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- _X_ (54) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41</u> U.S.C. 4505, 10 U.S.C. 2307(f)).
- __(55) <u>52.232-30</u>, Installment Payments for Commercial Items (Oct 1995) (<u>41 U.S.C.</u> <u>4505</u>, <u>10 U.S.C.</u> 2307(f)).
- _X_ (56) <u>52.232-33</u>, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
- __ (57) <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
 - __ (58) <u>52.232-36</u>, Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>).
 - __ (59) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C. 552a</u>).
- __ (60)(i) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and <u>10 U.S.C. 2631</u>).
 - __ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
 - __ (2) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>).
- __ (3) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 2014) (<u>29 U.S.C.</u> <u>206</u> and <u>41 U.S.C. chapter 67</u>).
- __ (4) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- __ (5) <u>52.222-44</u>, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- ___(6) <u>52.222-51</u>, 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) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
 - ___(8) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2015).
 - __ (9) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- __ (10) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C. 1792</u>).

- __(11) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C.</u> <u>5112(p)(1)</u>).
- (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 <u>52.215-2</u>, 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 <u>subpart 4.7</u>, 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) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C.</u> 3509).
- (ii) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C.</u> <u>637(d)(2)</u> 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 <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iii) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause <u>52.222-17</u>.
 - (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
 - (v) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
 - (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29 U.S.C.</u> 793).
 - (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (ix) <u>52.222-40</u>, 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 <u>52.222-40</u>.
 - (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

- (xi) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627). Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O 13627).
- (xii) <u>52.222-51</u>, 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) <u>52.222-53</u>, 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).
- (xvi) <u>52.222-59</u>, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
 - (xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).
- (xviii) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C. 2302 Note</u>).
- (xx) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (xxi) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at http://www.statebuy.state.gov to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	TITLE AND DATE
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	Workers' Compensation Insurance (Defense Base Act) JUL 2014
employees. T	hall include Defense Base Act (DBA) insurance premium costs covering the offeror may obtain DBA insurance directly from any Department of Labor widers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm]
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER -- OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)

The following FAR clause(s) is/are provided in full text:

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 5,000 copies, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of 500,000 copies;
 - (2) Any order for a combination of items in excess of 500,000 copies; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

The following FAR clause(s) is/are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years and 6 months.**

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

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

The following DOSAR clause(s) is/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 hard 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).

A proper invoice must include the following information:

- (1) Contractor's name and bank account information.
 - (2) Invoice date.
 - (3) Contract number; task order number.
 - (4) A summary showing a listing of each machine by location and serial number with a total monthly price for that machine. This detailed invoice shall list a description of services provided during the time period involved with the following additional information:
 - Make and model of machine
 - Location and serial number of machine
 - Monthly volume of copies made by machine
 - Copier rate applied and total price for copying services
 - Calendar month covered by invoice

The Contractor should expect payment 30 days after provision of proper invoice to the Embassy's payment office. Invoices shall be sent to:

American Embassy Tbilisi Financial Management Office PO# SGG80017Q0008 11 George Balanchine Street 0131 Tbilisi, Georgia

Payment shall be made in local currency at the exchange rate in effect the day an invoice is processed for payment by the Post Financial Management Officer. The rate of exchange that shall be used to determine the amount of a payment shall be the official rate set by the Georgian Government on the day the Embassy's Finance Office makes payment.

Payment enquiries should be sent to *TbilisiFMOVouchering@state.gov*

	(c)	Contractor Remittance Address.	The Government will make payment to th	le
contrac	ctor's ac	ddress stated on the cover page of	this contract, unless a separate remittance	
address	s is sho	wn below:		

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

(a) The Department of State observes the following days* as holidays along with local Georgian holidays:

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

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

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

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

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

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

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 (JAN 2017), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

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

1.	List of clients over the past5 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 Tbilisi, Georgia, 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. Certificates authorizing the Contractor performing maintenance of Xerox Copiers;
- 4. 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.
- 5. The offeror's strategic plan for CLICK 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;
- (e) Name of a Project Manager;
- 6. A copy of SAM registration or an evidence SAM registration will be completed upon award of the contract.

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://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

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

PROVISION TITLE AND DATE

- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
- 52.237-1 SITE VISIT (APR 1984)

The site visit will be held on <u>May 2, 2017</u> at <u>11:00am</u> (local time) at American Embassy Tbilisi. Prospective offerors/quoters should contact <u>Nana Bregvadze at 995 32 227 72</u> <u>01</u> for additional information or to arrange entry to the building. Offerors should provide names of representatives who will attend a site visit no later than **May 1, 2017.**

The following DOSAR provision(s) is/are provided in full text:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition 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 first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

- (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.
- (2) For all others, the Department of State Advocate for Competition at cat@state.gov.
- (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 Adam Lamoreaux, at 2 27 70 00 . 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) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

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

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

The following FAR provision(s) is/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).

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (DEC 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (t) of this provision.

(a) Definitions. As used in this provision—

"Administrative merits determination" means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

"Arbitral award or decision" means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

"Civil judgment" means-

- (1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.
- (2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

"DOL Guidance" means the Department of Labor (DOL) Guidance entitled: "Guidance for Executive Order 13673, 'Fair Pay and Safe Workplaces". The DOL Guidance was initially published in the Federal Register on August 25, 2016, and significant revisions will be published for public comment in the Federal Register. The DOL Guidance and subsequent versions can be obtained from www.dol.gov/fairpayandsafeworkplaces.

"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.

"Enforcement agency" means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review

Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

- (1) Department of Labor Wage and Hour Division (WHD) for-
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for-
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for-
 - (i) Section 503 of the Rehabilitation Act of 1973;
- (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
 - (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
 - (5) Equal Employment Opportunity Commission (EEOC) for-
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

"Forced or indentured child labor" means all work or service—

- (6) 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
- (7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under <u>6 U.S.C. 395(b)</u>, applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Labor compliance agreement" means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

"Labor laws" means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
 - (10) The Family and Medical Leave Act.
 - (11) Title VII of the Civil Rights Act of 1964.
 - (12) The Americans with Disabilities Act of 1990.
 - (13) The Age Discrimination in Employment Act of 1967.
 - (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

"Labor law decision" means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of "labor laws".

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"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 <u>38 U.S.C. 101(2)</u>, with a disability that is service-connected, as defined in <u>38 U.S.C. 101(16)</u>.

"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.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"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 <u>38</u> <u>U.S.C. 101(2)</u>) 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.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"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.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: "Administrative merits determination", "Arbitral award or decision", paragraph (2) of "Civil judgment", "DOL Guidance", "Enforcement agency", "Labor compliance agreement", "Labor laws", and "Labor law decision". The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

- (b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.
- (2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size

standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR <u>4.1201</u>), except for paragraphs

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

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

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

- (c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
- (1) Small business concern. The offeror represents as part of its offer that it \Box is, \Box 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 \Box is, \Box 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 \Box is, \Box 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, that it \Box is, \Box 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 \Box is, \Box 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 \Box is, \Box 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 \Box is, \Box 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 \Box is, \Box 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

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 \Box 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) 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)(10)(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 \Box has, \Box 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 \Box has developed and has on file, \Box 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 \Box has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

- (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) <u>52.225-1</u>, Buy American—Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."
 - (2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR <u>52.225-3</u>, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

_	eement Country End Products (Other than Bahrainian, Moroccan, Omani, uvian End Products) or Israeli End Products:
	Country of Origin
	[List as necessary]
listed in paragraph (Buy American—F foreign end product domestic end product component test in p Other Foreign En	
Line Item No.	Country of Origin
	[List as necessary]
of FAR Part 25.	vernment will evaluate offers in accordance with the policies and procedures
Alternate I to the cl paragraph (g)(1)(ii) (g)(1)(ii) The defined in the cla Israeli Trade Act Canadian End Pre	
	[List as necessary]
	[List as necessary]

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

Israeli end pro Free Trade Agr		t the following supplies are Canadian end products or ne clause of this solicitation entitled "Buy American— de Act":
	Country of Origin	
		[List as necessary]
Alternate III to t paragraph (g)(1)(ii) The (g)(1)(ii) The country end prepared and	the clause at 52.225-3 (i) for paragraph (g)(1) the offeror certifies the roducts (other than Boroducts) or Israeli en American-Free Trade Agreement Country En	Igreements—Israeli Trade Act Certificate, Alternate III. If is included in this solicitation, substitute the following policy of the basic provision: In the following supplies are Free Trade Agreement ahrainian, Korean, Moroccan, Omani, Panamanian, or and products as defined in the clause of this solicitation Agreements-Israeli Trade Act": Ind Products (Other than Bahrainian, Korean, Moroccan, and Products) or Israeli End Products:
		[List as necessary]
Agreements, is in (i) The of of this provision, this solicitation en (ii) The of or designated cou Other End Proc	cluded in this solicitate feror certifies that each is a U.Smade or dentitled "Trade Agreem feror shall list as other other end products.	ch end product, except those listed in paragraph (g)(5)(ii) esignated country end product, as defined in the clause of
		[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
- (1) \Box Are, \Box are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) \square Are, \square 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) \square Have, \square have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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 .]
 - (1) Listed end products.

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.]
- \Box (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- □ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
- (1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) □ Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
- \Box (1) Maintenance, calibration, or repair of certain equipment as described in FAR <u>22.1003-4</u>(c)(1). The offeror \Box does \Box 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 <u>22.1003-4(c)(2)(ii)</u>) 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.
- \Box (2) Certain services as described in FAR <u>22.1003-4</u>(d)(1). The offeror \Box does \Box does not certify that—
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
 - (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer	Identification Number (TIN).
□ TIN:	

☐ TIN has been applied for.
☐ TIN is not required because:
□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not
have income effectively connected with the conduct of a trade or business in the United States
and does not have an office or place of business or a fiscal paying agent in the United States;
□ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
□ Sole proprietorship;
□ Partnership;
□ Corporate entity (not tax-exempt);
□ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
□ Foreign government;
□ International organization per 26 CFR 1.6049-4;
□ Other
(5) Common parent.
□ Offeror is not owned or controlled by a common parent;
□ Name and TIN of common parent:
Name
TIN
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies

- (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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
 - (2) Representation. The Offeror represents that—
 - (i) It □ is, □ is not an inverted domestic corporation; and
 - (ii) It \Box is, \Box is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
- (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps

or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
- (i) This solicitation includes a trade agreements certification (e.g., $\underline{52.212-3}(g)$ or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.
- (1) The Offeror represents that it \Box has or \Box does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
- (2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:
Immediate owner legal name:
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: \Box Yes or \Box No.
(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the
immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code:
Highest-level owner legal name:
(Do not use a "doing business as" name)
(a) Representation by Corporations Regarding Delinquent Tay Liability or a Felon

- (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
- (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—
- (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
 - (2) The Offeror represents that—

- (i) It is \square is not \square a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is \Box is not \Box a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (r) Predecessor of Offeror. (Applies in all solicitations that include the provision at <u>52.204-16</u>, Commercial and Government Entity Code Reporting.)
- (1) The Offeror represents that it \square is or \square is not a successor to a predecessor that held a Federal contract or grant within the last three years.
- (2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code:	(or mark "Unknown")
Predecessor legal name:	
(Do not use a "doing business	as" name)

- (s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.
- (1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror \Box does \Box does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.
- (ii) For solicitations issued after April 24, 2017: The Offeror \Box does \Box does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.
- (2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:
- \Box (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or
- \Box (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.
- (3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide—
- (A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):
 - (1) The labor law violated.
- (2) The case number, inspection number, charge number, docket number, or other unique identification number.
 - (3) The date rendered.

- (4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;
- (B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;
- (C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and
- (D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).
- (ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.
- (B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.
- (4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.
- (5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).
- **Note to paragraph** (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(End of provision)

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision(s) is/are 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.