

REAL ESTATE BROKERAGE SERVICES COMMERCIAL ITEM FORMAT

LAYOUT OF THIS MODEL

- List of Updates to the Model Contract
- Tick List for the Contracting Officer
- Sample Cover Letter
- Contract Table of Contents
- Model Contract

UPDATES TO THE MODEL

12/18/13 - Update FAC 2005-64 thru 69 (52.204-7, 52.204-12, 52.204-13, 52.212-3, 52.212-4, 52.212-5, 52.229-6, and 52.232-39), PIB 2012-16 (52.232-99 Deviation already included in models)

08/23/13 – Updated VAT, Section 1(1.1), Block 23 or Pricing Section

05/21/13 – Update VAT info, Block 23, 1.1

05/06/13 – Update to Section 3

03/21/13 – Update FAC 2012-18

02/07/13 – Updated FAC 2005 – 60, 61, 62, 63; (52.212-3, 52-212-5 and 52.225-25)

12/12/12 – Deleted Acquisition Method reg CI Test Program

05/23/12 – Update per FAC 2005-56-59 (52.212-3 and 52.212-5) PIB 2012 10-11

02/21/12 – Update per FAC 2005-55 (52.212-1, 52.212-4, and 52.212-5)

12/08/11 – Update FAC 2005-54 (52.212-3; 52.212-5; and instructions to section 5)

08/05/11 – Update FAC 2005-53 (52.212-5)

07/19/11 – Updates required by DOSAR (652.204-70; 652.237-71)

07/05/11 – Update FAC 2005-52 (52.212-3 and 52.212-5)

04/08/11 – Update FAC 2005-51

04/04/11 – Update FAC 2005-48, 49, and 50.

02/25/11 – Correction to update FAC 2005-47

02/22/11 – Updated per FAC 2011-7 by deleted 52.209-8 and replacing with 52.209-9 ALT 1

01/21/11 – Updated per FAC 47-48 and PIB 2011-03, 52.209-8 AND 52.212-3

10/20/10 – Updated 52.212-3

10/08/10 – Updated 52.212-5

09/08/10- FAC 2005-45 to update 52.212-3, 52.212-5

07/22/10 - FAC 2005-44 to update 52.212-5

07/14/10 – FAC 2005-43 to update 52.212-5 and 52.222-19

07/01/10 – Update FAC 2005-42 (52.212-5)

06/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

04/29/10 - No change required by FAC 2005-41

04/23/10 – No change required by FAC 2005-39; changes required by FAC 2005-40 (52.209-7, 52.209-8, 52.212-5)

01/13/10 – Change required by FAC 2005-38 (52.212-5)

09/08/09 – Change in #31 under FAR 52.212-5

08/28/09 – Change required by FAC 2005-35 and 36 952.212-3 and 5

08/14/09 – Change required by FAC 2005-34 (52.212-3)

07/21/09 – 652.228-74. Updated DBA rates

06/29/09 - Change required by FAC 2005-32 & 33 (52.212-3 and 5)

05/21/09 – Change to 52.212-3

02/25/09 - Change required by FAC 2005-29 and 30 (52.212-5, 52.212-3, 652.206-70)

12/19/08 – Change required by FAC 2005-28 (52.212-5)

10/07/08 – Update FAC 2005-27 (52.212-4, 52.212-5)

07/25/08 – Changes required by PIBs 2008-20 and 2008-21, inclusion of Contractor Identification clause and DBA rate changes

07/07/08 – Update reqd by FAC 2005-26 (52.212-1, 52.212-3, 52.212-5)

06/26/08 – Update required by FAC 23-25 (52.212-1, 52.212-3, 52.212-5, 52.222-19, 52.204-6)

05/30/08 – added note to include 52.222-19 if danger post

01/31/08 – No change required by FAC 2005-23; DBA rate in 652.228-71 is fill in

12/05/07 – Change required by FAR 2005-21 & 22.

09/20/07 - No updated required by FAC 2005-20

09/05/07 – Change required by FAC 2005-19 (update) (52.212-5 & 52.212-3)

07/17/07 – Change required by FAC 2005-18 (update) (52.212-5)

07/06/07 – No change required by FAC 2005-17

03/26/07 – Change required by FAC 2005-16 (update) (52.212-5)

12/15/06 – Change required by FAC 2005-15 (update) (52.212-4)

12/13/06 - Change required by FAC 2005-14 (update) (52.212-3 and 52.212-5)

12/04/06 – Update per FAC 2005-13 (FAR 53.212-1, 52.212-3 and 52.212-5)

08/08/06 – Update per FAC 2005-12 (FAR 52.212-5)

08/03/06 – Change to FAR internet reference

07/21/06 – Update 652.228-71; no change required by FAC 2005-11

07/10/06 – Change required by FAC 2005-10 (52.212-3, 52.212-5, 52.204-7, and 652.228-74)

06/05/06 – update per FAC 2005-09 (update FAR 52.212-5)

02/07/06 - Updated per FAC 2005-07 (update FAR 52.212-5 in full text and FAR 52.212-1)

01/19/06 – Updated per FAC 2005-08 (update FAR 52.212-5)

10/19/05 – Update per FAC 2005-06 (52.212-4 and 52.212-5)

08/19/05 – No update per FAC2005-05

06/28/05- Changed Required by FAC 2005-04(update FAR 52.212-5)

05/11/05 – Changes required by FAC 2005-3 (update FAR 52.212-5)

04/08/05 – Changes required by FAC 2005-1 and 2005-2 (update FAR 52.212-3 to MAR 2005)

02/17/05 – Updated 52.212-5, 52.212-1, and 52.212-3

11/02/04 – Updated 52.212-5 Section 2 (FAC 2001-25)

09/27/04 – Updated to cover new DBA

07/06/04 – Updated 52.212-5 and 52.225-5 Section 2

06/30/04 – Update 52.219-1 in instructions, updated 52.212-3 and 52.212-5

04/16/04 – Revised for FAC 2001-21 and FAC 2001–22 at FAR 52.212-5.

01/30/04 – No change for FAC 2001-17, FAC 2001-18 (update 52.212-1) and FAC 2001-19 (update 52.212-5)

CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

- Post should work with M/OBO/PRE real estate in completing this model solicitation. If proposed prices are unrealistic or too high the Contracting Officer must consult with M/OBO/PRE real estate portfolio manager responsible for the transaction.
- General - The attached model solicitation (Request for Quotations or RFQ) is prepared in the commercial item format prescribed in FAR 12.303.
- Always use A/OPE's most recent contract model. Do not recycle an older version. The FAR clauses in the Contract Models are updated many times each year. Link to contract models on A/OPE intranet site at:
http://aopeed.a.state.gov/content.asp?content_id=8&menu_id=47
- If you have questions about FAR Provisions and clauses, consult FAR subpart 52.3, the provision and clause matrix, at

http://acquisition.gov/far/current/html/52_301Matrix.html. Do not delete any provisions or clauses without talking with your A/OPE Desk Officer.

- In the documentation to the A/ OPE Desk Officer, Contracting Officer has stated the file name of the model the Contracting Officer has copied from A/OPE’s intranet site at: http://aopeead.a.state.gov/content.asp?content_id=8&menu_id=47
- Instructions for each “[*Note to Contracting Officer*]” have been followed
- Offeror and Contracting Officer have completed all appropriate fill-in-the-blank sections, many of which are denoted by “[]”
- FAR part 12 addresses commercial item acquisitions. FAR part 2 defines a commercial item. If you are uncertain whether these services in the host country fall within the commercial item definition, please contact your A/OPE Desk Officer, who will assist you in making that decision. Link to the FAR at: <http://acquisition.gov/far/index.html>
- You have coordinated the tasks with the Requirements Office to ensure all tasks are necessary.
- REQUIRED – Before sending to A/OPE for review, all modified clauses are **highlighted** unless the instructions for that clause in the model expressly state that post should modify the clause to reflect post specifics.
 - REQUIRED - Rationale for this modification has been included in the memo requesting review from A/OPE.
 - Highlights** have been removed before issuing solicitation
- Cover Page of Solicitation
 - For commercial item contracts/purchase orders **exceeding \$150,000**, use the SF-1449 as the cover page.
 - For commercial item contracts/purchase orders **of \$150,000 or less**, use either the SF-1449 (which can be used for the RFQ and award) or the SF-18 (for the RFQ) and OF-347 (for the award). If the SF-18 is used:
 - Include FAR clause 52.212-4 and provision 52.212-1, either by reference or in full text (this clause and provision are included on the SF-1449 by reference in block 27, but not on the SF-18); and
 - Correct all references to the SF-1449. **Consequently, it would be simpler to use the SF-1449 in all cases when buying services as**

a commercial item.

- For commercial item contracts/purchase orders of up to \$5.5 million, use a Request for Quotations (RFQ) number, rather than a Request for Proposals (RFP) number.

- Bio-preferred products - If US firms or products are being solicited then include 52.223-1 and 52.223-2 in the solicitation/contract. Place in Section 2.

- Appropriate information has been entered into all blank fields

- Your A/OPE Desk Officer has approved this document when and where approval is appropriate

- Tailoring of FAR clauses - Some tailoring of FAR clauses is permissible, but this should rarely occur. In the model, the addendum for both FAR clause 52.212-4 and FAR provision 52.212-1 shows no tailoring. If you need to tailor this clause, please contact your A/OPE Desk Officer for guidance.

- The entire contract model, including all completed tick lists and instructions, has been saved somewhere for your records so you'll have a history of what you've done.

- "Model Updates" at the beginning of this document were deleted before final printing.

- ALL "Tick List and Guidance" comments have been deleted before final printing.

- "[Notes to Contracting Officer]" which are embedded in the model have been deleted before final printing

- Contracting Officer has read the document before it has been submitted to A/OPE for review.

- Contracting Officer has made sure all A/OPE comments are incorporated before issuance.

- Contracting Officer has actually read the final document before distribution.

- The document makes sense to both you and your A/OPE Desk Officer

- The Proposal due date is listed per instructions in FAR part 5. Also, the Contracting Officer has ensured this due date does not fall on an Embassy holiday or weekend. Link to the FAR at: <http://acquisition.gov/far/index.html>

- PIB 2007-14 has been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. When in doubt, contact your A/OPE Desk

Officer. Link to PIBs on A/OPE intranet site at:

http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50

- The proposed COR has been notified of all required training as set forth in DOSAR subpart 642 to ensure these requirements have been satisfied prior to or at the time of award. Link to DOSAR at:
<http://aope.a.state.gov/dosar/fullscreen.asp>
- Contracting Officer has negotiated for the lowest priced technically acceptable offer.
- Defense Base Act Insurance clauses reviewed and modified
 - When the Contracting Officer has a reasonable expectation that no covered contractor employees (for definition of covered versus non covered employees, see PIB 2009-20 on A/OPE intranet site at: http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50) will be included in the offers (e.g., offers will come from local overseas contractors and the work is to be performed in a country that has local workers' compensation laws), the Contracting Officer shall include the following FAR clause and DOSAR provision in the document:
 - FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas*; place in Section 2
 - Provision entitled *Defense Base Act – Covered Contractor Employees*; place in Section 5
 - If, in response to the document, any offeror knows that they will employ covered employees, the offeror is required to notify the Contracting Officer prior to the closing date.
 - The Contracting Officer shall then amend the document to add a line item in Section 1 (see sample language in B.2.7 and actual item in B.3.6 of the LGP model). Link to LGP contract model at:
http://aopeead.a.state.gov/content.asp?content_id=7&menu_id=46
 - If covered employees will be employed, delete the following
 - Provision entitled 652.228-70 *Defense Base Act – Covered Contractor Employees* from Section 2.

Also add the following clauses/provisions if using covered employees:

- FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place in Section 2.
- DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place in Section 2.
- Offerors shall be given additional time to incorporate the DBA contractor rates into their proposed prices.
- Section 3 Completed. Pre-Proposal Conference/Site Visit - If there will be a pre-proposal conference or site visit, provide information in a cover letter to the solicitation. You may use the pre-proposal conference/site visit language from any of the other A/OPE model solicitations and add to Section 3. Link to contract models on A/OPE intranet site at: http://aopeed.a.state.gov/content.asp?content_id=8&menu_id=47
- SECTION 5 COMPLETED - American Business Sources
 - For Section 5 inserts which follow, you have deleted all instructions such as ***“[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]”***
 - All tick marks such as this one “[]” have been appropriately ticked
 - If you know or expect that American businesses may submit a proposal, you must include the following solicitation provision, in addition to the other certifications contained in this solicitation. This certification is used to determine whether the firm is considered small by the Small Business Administration (SBA).
 - If you receive an offer from a small business, and you determine that firm to be non-responsible, then you must refer the matter to A/OPE and A/SDBU for referral to SBA; any determination of non-responsibility of an American small business must be referred to SBA prior to award of the contract. SBA will then determine whether to issue a Certificate of Competency (SBA) attesting to the firm's ability to perform the contract. For more information, see FAR 19.000(b) and 19.6. Link to the FAR at: <http://acquisition.gov/far/index.html>
 - If the above conditions are met, include the following at the end of Section 5 and number as the next sequential number in the Section 5 series.

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541990**.

(2) The small business size standard is **\$14 Million USD**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.*] The offeror represents as part of its offer that—

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

(ii) It *o* is, *o* not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.*] The offeror represents as part of its offer that—

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

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it is, or is not a service-disabled veteran-owned small business concern.

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

(i) It is, or 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, or is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(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.

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

“Women-owned 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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

If US firms are being solicited/awarded a contract the following FAR clause must be provided in full text:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and

conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be –

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Department of Labor, Office of Labor-Management Standards (OLMS) web site at:

<http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

Inherently Governmental Function (IGF): Reminder for Requiring Offices - All requirements for new services must undergo a pre-award assessment by the Requiring Office to ensure the statement of work does not include any inherently governmental functions. The Form DS-4208, Request for Services Contract Approval, found in PIB 2012-11, attachment 1, is available on e-Forms and will be used to meet this requirement. Link to PIBs on A/OPE intranet site at: http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50

Third Country Nationals (TCN): The clause Recruitment of Third Country Nationals for Performance on Department of State Contracts shall be included in any solicitation and contract (including commercial items) valued over \$150,000 requiring non-professional labor where contract performance will require recruitment of third country national labor specifically for contract performance Contractors shall submit Recruitment and Housing Plans as appropriate and shall be evaluated and contracts shall only be awarded to contractors submitting acceptable plans.(PIB 2012-10) Link to PIBs on A/OPE intranet site at: http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (February 28, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plan

a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the Contractor intends to recruit them.

b. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.

c. Provide sample recruitment agreement in English.

d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The Contractor or employer pays the recruitment fees for the worker if recruited by the Contractor or subcontractor to work specifically on Department of State jobs.

e. State in the offer that the Contractor's recruitment practices comply with recruiting nation and host country labor laws.

f. State in the offer that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.

g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.

h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the Contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.

c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/j/tip/> or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries

where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHotline@state.gov.

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.

g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.

h. The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

COVER PAGE INSTRUCTIONS

[Note to Contracting Officer: Use either the SF-1449 or SF-18 as the cover page.]

- *See the Overseas Cookbook, Chapter 8 for instructions on how to complete the SF-1449. This example is actually an SF-1449 completed for contract award. When completing an SF-1449 for purposes of a solicitation cover page, fill in the following blanks, following the Overseas Cookbook sample. All other blanks are left uncompleted at this time:*
- *Block 5*
- *Block 6*
- *Block 7a and b*
- *Block 8*
- *Block 9*
- *Block 10*
- *Block 11, if applicable*
- *Block 14*
- *Block 15*
- *Block 20 (fill in brief description of what is being purchased followed by "See Attached")*
- *Block 27a and 27b*

See Chapter 2 of the Overseas Cookbook for instructions on how to complete the SF-18.]

SAMPLE LETTER TO PROSPECTIVE OFFERORS

[Note to Contracting Officer: Insert date]

[Note to Contracting Officer: Insert inside address]

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number *[Note to Contracting Officer: Insert number and title of project]*

The Embassy of the United States of America invites you to submit a quotation for real estate brokerage services at *[Note to Contracting Officer: Insert name of Post]*.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the *[Note to Contracting Officer: Insert name of Contracting Officer, Address]* on or before *[Note to Contracting Officer: Insert solicitation closing time]* on *[Note to Contracting Officer: Insert solicitation closing date]*.

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

1. Item #1, Pricing
2. Listing and samples of Contractor Furnished Property, Item #4;
3. Information requested in Section 3, Solicitation Provisions;
4. Section 5, Offeror Representations and Certifications

Direct any questions regarding this request for quotations to *[Note to Contracting Officer: Insert name]* by letter or by telephone *[Note to Contracting Officer: Insert telephone number]* during regular business hours.

Sincerely,

[Note to Contracting Officer: Insert name]
Contracting Officer

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Section 2 - Contract Clauses

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER S- *[Note to Contracting Officer: Insert Number]*
PRICES, BLOCK 20 & BLOCK 23

Continuation/Addendum to SF-1449, RFQ Number *[Note to Contracting Officer: Insert number]*

Definitions.

"COR" means Contracting Officer's Representative

"Government" means the United States Government or U.S. Embassy.

"Property" means the real property identified in section 2.1.; the term "Properties" refers to the real property both collectively and individually.

GENERAL. The Contractor shall provide real estate brokerage services in accordance with requirements of this contract and the Exhibits attached to this contract.

1.0. CONTRACT PRICE.

1.1 VALUE ADDED TAX

[Note to Contracting Officer: Does VAT get included in the solicitation?]

You need to understand the VAT process of the host government in order to determine if or how VAT should be incorporated into this solicitation. Select either VAT Version A or VAT Version B.

Is this acquisition using Foreign Assistance Funds? If yes you must include one of the versions below.

Use VAT Version A if the Contractor must invoice the USG and pay VAT to the host government even if the host government later reimburses post. If VAT Version A is selected, Contracting Officer must:

State whether the full VAT amount is charged on all aspects of the contract and provide a separate line item with a firm fixed priced amount (not a percentage).

Use VAT Version B if the Contractor will not be required to invoice for and pay VAT to the host government, either because the host country has no VAT or because the embassy has a tax exemption certificate that relieves our service contractors from collecting and paying VAT. Note that these exemptions frequently only apply when the embassy is directly purchasing goods and do not exempt a service contractor from charging and paying VAT. If the embassy has this certificate, a copy of it or the number of it will need to be furnished to the Contractor for use under this contract.]

VAT VERSION A

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

OR

VAT VERSION B

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract 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.

1.2. The Government shall pay the Contractor the corresponding percent (as stated in table below) of the ultimate sale price of each property. The Government shall pay this fee, or in installments, after the sale of each property. The Contractor's fee shall not be paid in full unless and until the entire sales amount for each Property has been collected by the COR.

Property Number	Percentage of Ultimate Sales Price
No. 1: <i>[Note to Contracting Officer: Identify Property by Name]</i>	
No. 2: <i>[Note to Contracting Officer: Identify Property by Name]</i>	

1.3. If the sale price for any Property is collected by the COR in installments as called for by an executed sales agreement, the Government will pay the Contractor's fee in installments. The sum of all partial payments to the Contractor under an installment payment schedule shall not exceed the total fee the Contractor would collect if the sale price were paid in one lump sum.

1.4. The Contractor's price, or percentage of sales price identified above, shall include all costs associated with and arising from performance under this contract including, but not limited to:

- Advertising;
- Promotional and marketing expenses; and,
- Any travel costs deemed necessary by the Contractor.

1.5. The Government shall pay the contract price in Section 1.1 up to 90 days after expiration or termination of this contract, if the Government enters into a sales agreement with a party with whom the Contractor had substantive contact as noted in the Contractor's weekly marketing reports.

1.6. Payment in Local Currency: All payments made to the Contractor under this contract shall be in *[Note to Contracting Officer: Identify currency]*.

1.7. A proposed asking price for the properties (see section 2.3) is identified for evaluation purposes only. The Contractor may find that actual market conditions support an ultimate sales price that is higher than the proposed asking price. As a result, the contract price may need to be increased to accommodate the percentage indicated in section 1.1. The Government must modify the total contract price to increase funding before payment can be made. The issuance of this modification will be subject to the availability of funds (FAR 52.232-18).

2.0. STATEMENT OF WORK (SOW)

2.1. The United States Government, through the United States Embassy in *[Note to Contracting Officer: Identify location]*, wishes to sell *[Note to Contracting Officer: Identify*

number] pieces of real estate. The Contractor shall provide real estate brokerage services for the sale of these Properties to maximize the net proceeds of sale to the Government. The Contractor shall locate a buyer for the Properties and to assist the Government with the sale transactions.

2.2. Real Property to be Sold: The U.S. Government wishes to sell the property or properties identified below:

[Note to Contracting Officer: Fill in data below]

Property Number 1	
Property Address:	
Title Deed Number:	
Registered Lot Number:	
Registered Area:	
Date of Issue:	

[Note to Contracting Officer: Fill in data below]

Property Number 2	
Property Address:	
Title Deed Number:	
Registered Lot Number:	
Registered Area:	
Date of Issue:	

2.3. SALE PRICE

The proposed asking sale price for each of the Properties is identified below:

- Property 1 *[Note to Contracting Officer: Identify amount]*
- Property 2 *[Note to Contracting Officer: Identify amount]*

The Government reserves the right to revise the above prices.

2.4. The Contractor shall assist the Government in establishing a revised asking price if the prices in section 2.3 are considered unrealistic, either too high or too low in the respective market(s). The Contractor shall recommend new asking price(s) by looking at the Properties' fair market value and adjust them to reflect the customary spread in *[Note to Contracting Officer: Identify location]* between the price at which a property is offered for sale and the price for which a property is ultimately sold. The Contracting Officer must approve any change in asking price.

3.0. GENERAL TASKS TO BE PERFORMED BY CONTRACTOR

3.1 Contractor to Use Best Efforts: The Contractor shall use its best efforts to market and sell each of the Properties. The Contractor shall cooperate with other real estate consultants/brokers/agents representing prospective purchasers of the Properties. The Contractor, not the Government, shall pay any fees claimed by or alleged to have been earned by such real estate consultants/brokers/agents representing prospective purchasers.

3.2 Contractor to Show Property: The Contractor shall show the properties to prospective purchasers. The Contractor shall contact the COR to schedule a time suitable for the viewing. The Contractor shall accompany prospective purchasers to the Properties at the time designated by the COR. The COR or his/her designated representative reserves the right to be present at all showings.

3.3 Contractor to Conduct Negotiations: The Contractor shall prepare for and conduct negotiations with prospective purchasers. The COR and/or authorized Government personnel reserve the right to participate in or actively negotiate on behalf of the Government at any point during the negotiation process. If negotiations are conducted solely by the Contractor, the Contractor shall provide the COR with oral and/or written status reports at regular intervals throughout the negotiation process. The Contractor shall have no authority to conclude an agreement or accept or reject specific terms of an agreement unless and until the Contracting Officer grants authority. The Government shall pay no additional fee for the Contractor's preparation for and participation in negotiations.

3.4 Contractor to Coordinate with Attorney: The Contractor shall coordinate and communicate with the Government's local legal representative regarding the sales agreement, tender documents, and any other legal documents required in connection with the sale of the Properties. The Contractor shall provide any and all assistance needed by the legal representative to close each of the transactions. If requested by the COR, the Contractor shall be present at the designated closing times. The Government shall pay no additional fee(s) to the Contractor for coordination and communication with the Government's legal representative up to and including the time of closing. The Contractor shall assist the Government with legal proceedings if legal action is taken against a third party or parties for matters relating to the sale of the Properties.

3.5 Contractor to Assess Financial Viability of Prospective Purchasers: The Contractor shall require completion of a financial disclosure statement by each prospective purchaser. The financial disclosure shall demonstrate the prospective purchaser's financial ability to complete a purchase transaction and disclose information regarding the composition and key personnel comprising the business entity bidding on each of the Properties. The Contractor shall submit financial disclosure statement(s) to the COR with each bid or offer for a Property.

3.6 Records: The Contractor shall maintain records of all pertinent details relative to sale of each of the Properties and the services performed in accordance with this contract. The Contractor shall maintain these records for a period of three years from the date a final payment is made by the Government for services rendered. The Contractor shall permit any duly

authorized representative of the Government to have access to and the right to examine and reproduce any and all books, documents, papers and other records of the Contractor relative to the sale of the Properties.

3.7. Closing: The Contractor shall provide all the services usually provided by brokers to complete the actual transfer of property from the Government to the buyer. This shall include such things as:

- Clarifying the boundaries of each property;
- Consulting with the owners of neighboring properties; and
- Filing the appropriate documents with local Government agencies.

If professional legal services are required, the Contractor shall refer the matter to the Government's attorney as discussed in Section 3.4.

4.0. CONTRACTOR'S APPOINTMENT AS EXCLUSIVE AGENT

4.1. The Contractor shall be the exclusive agent of the Government to effect a sale of the Properties in this contract during the contract period.

5.0. METHOD OF SALE

5.1. The Contractor shall attempt to sell the Properties through private placement/ negotiation, public tender, advertisement or some combination of these. The Contractor shall provide a written recommendation to the COR which of the three disposal methods will yield the highest sale price for the Properties. Within 10 days after receipt of this report, the COR shall make a final determination of the appropriate method by which the Properties shall be sold.

6.0. MARKETING AND ADVERTISING

6.1. The Contractor shall actively market each of the Properties and be responsible for the production, placement, distribution and cost of all advertising, promotional material and marketing activities for each Property sale.

6.2. The Contractor shall prepare and submit a preliminary marketing plan and time line for the sale process for each of the Properties in this contract. This time line shall be submitted with quotation documents as part of technical package to be evaluated. The time lines shall identify activities from award of the contract through disposition of the Properties.

6.3. The Contractor shall prepare and submit a detailed marketing plan and time line for each of the Properties to the COR within 14 days after award of the contract. The COR shall review and approve/disapprove the marketing plans for the Properties within 15 business days of receipt. Following the COR's review, the Contractor shall finalize the marketing plan and time lines.

6.4. The Contractor's marketing plan for each of the Properties shall include registry of the property with *[Note to Contracting Officer: Identify local Real Estate Information Network]* and shall include one or more of the following marketing activities:

- (a) Local and/or regional newspaper and magazine advertisements;
- (b) Direct mail brochures and promotional data;
- (c) Press releases;
- (d) Sign board(s) for the Property; and
- (e) If applicable, tender documents.

6.5. The Contract shall submit all marketing documents, advertisements, if applicable, and tender documents to the COR for review and approval before distribution or publication. The COR shall review and approve/disapprove within 10 days.

6.6. The Contractor shall submit a separate written report for each of the Properties to the COR each week with a copy faxed to M/OBO/PRE, Attn. Realty Specialist *[Note to Contracting Officer: Identify name]* at fax no. *[Note to Contracting Officer: Identify number]*, outlining all marketing activities during the reporting period. Each report shall include a list of prospective buyers contacted and/or shown the Properties during the report period and a detailed narrative of any negotiation undertaken during the reporting period.

7.0. OFFERS AND BIDS

7.1. The Government reserves the right to reject any offer or bid for a Property for any reason even if it is at or above the asking price.

7.2. The Contractor shall forward all purchase offers immediately to the COR for review. The Contractor shall have no authority to proceed on any final sale negotiation without prior approval from the COR. The COR shall review and approve/disapprove sale negotiations within 10 days.

8.0. SERVICES CONFIDENTIAL

8.1 The Contractor and its employees shall maintain the strictest confidences with regard to their performance of the tasks outlined in this contract. Matters which the Contractor shall consider confidential include but shall not be limited to:

- All reports and information provided by the Government in support of the Contractor's performance under the contract;
- Any negotiations undertaken by the Contractor pursuant to the Government's request;
- The fair market values and sales prices of the Properties; and,
- The terms of all sales agreement negotiated between the Government and the prospective purchasers.

8.2. The Contractor shall not divulge confidential, proprietary information in whole or part to any party unless prior written consent is obtained from the COR. The Contractor shall take all

necessary steps to ensure that employees of the Contractor refrain from revealing confidential information except as permitted by the COR.

9.0. CONFLICT OF INTEREST

9.1. The Contractor shall not:

- Obtain and/or,
- Enter into any agreement or understanding to obtain or solicit and/or,
- Accept or solicit from any third party any commission, fee, bonus, or any other monetary or non-monetary compensation of any kind regarding the sale or transfer of the Properties.

9.2. The Contractor is prohibited from representing a third party or parties in any or all matters relating to the purchase of any of the Properties. The Contractor shall not derive any financial benefit from a third party or parties with regard to the sale transaction for a Property.

9.3. The Contractor shall take all reasonable precautions not to employ or knowingly employ, any person in the performance of the services required by this contract, who has or may come to have, a relationship or business association or derive financial benefit of the type prohibited by paragraphs 9.1. and 9.2. above. The Contractor shall take all reasonable steps to determine whether any employee has any such prohibited relationship or business association.

9.4. If the Contractor discovers at any time, or is informed by the COR of any possible conflict of interest of the nature described in paragraphs 9.1. through 9.3. above, the Contractor shall immediately cease all activity under this contract. The Contractor shall promptly notify the COR in writing of all the relevant facts and circumstances pertaining to the conflict so that the Government may take whatever action it deems appropriate including termination of the contract between the Government and the Contractor. The Contractor shall not resume performance of the tasks outlined in this contract unless and until resumption of work is authorized in writing by the COR.

10.0. DELIVERABLES AND PERFORMANCE PERIOD

10.1. The Contractor shall comply with the following Delivery Schedule:

Description	Quantity	Delivery Date	Delivery To	Number of Copies
Marketing Plan (final version)	1 for each Property	Not later than 14 days after receipt of COR's comments	COR	3
Sale Time Line (final version)	1 for each Property	Not later than 14 days after receipt of COR's comments	COR	3
Marketing Reports	1 for each Property	Every week following award of contract	COR	3

10.2. Period of Performance - The contract shall be effective on the date of the Contracting Officer's signature and shall remain in effect until all of the Properties are sold or the Government terminates the contract, whichever occurs first.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013), is incorporated by reference. (See SF-1449, block 27a).

[While the FAR allows certain paragraphs of 52.212-4 to be tailored, the Contracting Officer should consult A/OPE before tailoring any of the language. Keep in mind that paragraphs (b), (d), (g), (i), (q), and (r) of 52.212-4 may not be tailored.]

[If there is no addendum to 52.212-4, leave this as “none”.]

Note to Contracting Officer: FAR clause 52.212-5 may NOT be tailored, e.g., you may not delete any portion of it. The clause requires you to place an “X” next to the portions which lead with a ___ tick box. We have provided guidance below. Be sure to highlight any tick marks when you send to A/OPE for review.

Paragraph (b), check as appropriate:

(1) Check if requirement exceeds \$150,000.

(2) Check if requirement exceeds \$5,000,000 and the performance period is 120 days or more.

(3) Not Applicable overseas.

(4) Check if requirement exceeds \$25,000.

(5 and 6) are not applicable.

(7) Check if requirement exceeds \$500,000.

(8) through (26) are not applicable.

(27) Check if requirement is for supplies and exceeds the micro-purchase threshold.

(28, 29, and 30) Check if requirement is for supplies exceeding \$10,000 and is awarded to a US firm or is for services exceeding \$10,000 and is awarded to a US firm whose employees performing the work were recruited within the US.

(31) Do not check if both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island. Otherwise, contact your A/OPE Desk Officer for instructions.

(32) Check if you have included clause 52.222-35.

(33) Check if any of the work will be performed in the U.S. and the requirement exceeds the simplified acquisition threshold.

(34) Do not check since you are contracting only for work that will be performed outside of the United States. If some of your work will be performed inside the U.S., contact your A/OPE Desk Officer.

(35i and ii) Check if the requirement exceeds \$150,000 and is for or specifies the use of EPA designated items containing recovered materials. If technical personnel advise that estimates can be verified, use the clause with its Alternate I.

(36) Unless exempt pursuant to FAR 23.204 check this clause when energy-consuming products listed in the ENERGY STAR® Program or FEMP will be—

(a) Delivered;

(b) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(c) Furnished by the Contractor for use by the Government; or

(d) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(37i and ii) Unless an exception has been approved in accordance with FAR [23.705\(c\)](#), insert the clause at [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products, in all solicitations and contracts for— (i) Personal computer products; (ii) Services that require furnishing of personal computer products for use by the Government; or (iii) Contractor operation of Government-owned facilities. Use the clause with its Alternate I when there are sufficient EPEAT Silver registered products available to meet agency needs.

(38) Check this clause.

(39) and (40) are not applicable.

(41) Check if the requirement will be \$202,000 or more, if the acquisition is covered by the WTO GPA (see FAR Subpart 25.4) and the agency has determined that the restrictions of the Buy American Act are not applicable to US made end products. If the agency has not made such a determination, the Contracting Officer must follow agency procedures.

(42) Check if the requirement is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC (Department of the Treasury, Office of Foreign Assets Control (OFAC)).

(43) thru (45) are not applicable.

(46) Check this clause.

(47) Check this clause after obtaining guidance from your A/OPE Desk Officer and the offeror has requested installation/progress payments in their offer.

(48) Check if payment will be made by EFT and the Contractor has registered in the CCR.

(49) Check if payment will be made by EFT or other means, e.g. check, and the Contractor has not registered in the CCR.

(50) and (51) are not applicable.

(52i and ii) check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned US-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for US-flag commercial vessels. Check Alternate I if 100% of the supplies will be transported on privately owned US-flag commercial vessels.

Paragraph (c) is not applicable.

Paragraph (e) applies only if award is made to a US firm:

(ix) Alternate I check if local law identifies “off-limits establishments”

The following FAR clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

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

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

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer: check as appropriate]

___ (1) 52.203-6, *Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).*

___ (2) 52.203-13, *Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).*

___ (3) 52.203-15, *Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)*

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

___ (5) 52.204-11, *American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).*

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

___ (7) 52.209-9, *Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).*

___ (8) 52.209-10, *Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).*

___ (9) 52.219-3, *Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).*

__ (10) 52.219-4, *Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a)*.

__ (11) [Reserved]

__ (12)(i) 52.219-6, *Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644)*.

__ (ii) *Alternate I (Nov 2011)*.

__ (iii) *Alternate II (Nov 2011)*.

__ (13)(i) 52.219-7, *Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644)*.

__ (ii) *Alternate I (Oct 1995) of 52.219-7*.

__ (iii) *Alternate II (Mar 2004) of 52.219-7*.

__ (14) 52.219-8, *Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3))*.

__ (15)(i) 52.219-9, *Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4))*.

__ (ii) *Alternate I (Oct 2001) of 52.219-9*.

__ (iii) *Alternate II (Oct 2001) of 52.219-9*.

__ (iv) *Alternate III (Jul 2010) of 52.219-9*.

__ (16) 52.219-13, *Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r))*.

__ (17) 52.219-14, *Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14))*.

__ (18) 52.219-16, *Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i))*.

__ (19)(i) 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer)*.

__ (ii) *Alternate I (June 2003) of 52.219-23*.

__ (20) 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)*.

__ (21) 52.219-26, *Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)*.

__ (22) 52.219-27, *Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f)*.

__ (23) 52.219-28, *Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2))*.

__ (24) 52.219-29, *Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m))*.

__ (25) 52.219-30, *Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m))*.

__ (26) 52.222-3, *Convict Labor (June 2003) (E.O. 11755)*.

- __ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- __ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- __ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- __ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- __ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- __ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- __ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- __ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- __ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- __ (ii) Alternate I (DEC 2007) of 52.223-16.
- __ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- __ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- __ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- __ (ii) Alternate I (Mar 2012) of 52.225-3.
- __ (iii) Alternate II (Mar 2012) of 52.225-3.
- __ (iv) Alternate III (Nov 2012) of 52.225-3.
- __ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- __ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

__ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

— (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- (xii) 52.222-54, Employment Eligibility Verification (JUL 2012).
- (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES

FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES 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>	<u>TITLE AND DATE</u>
	<i>[Note to Contracting Officer: If contractor personnel on USG property add below clause]</i>
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)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

[Note to Contracting Officer: See instructions on whether DBA clauses 52.228-4 or 52.228-3 apply]

[Note to Contracting Officer: Include 52.225-19 Contractor Personnel in a Designed Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008) in accordance with FAR 25.3 if location is danger zone]

THE FOLLOWING FAR CLAUSE IS PROVIDED IN FULL TEXT:

[Note to Contracting Officer: Add in full text if a US small business could be potential offeror or subcontractor or if the government estimate for the solicitation will meet the WTO acquisition threshold of \$202,000]

52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS
SUBCONTRACTORS (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

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

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

(b) Invoice Submission. The Contractor shall submit invoices in an original and **[Note to Contracting Officer: Insert appropriate number]** copies 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).

[Note to Contracting Officer: Include the following sentence if VAT will apply to this contract:]

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

[Note to Contracting Officer: Insert address to which invoice should be sent. Use the address of the FMO. The FMO will log in receipt of invoices and forward to the COR for review and approval]

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 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 *[Note to Contracting Officer: Insert job title of COR]*.

[Note to Contracting Officer: Only Include 652.225-71 Clause below if acquisition is estimated to exceed \$150,000]

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

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

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

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

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

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

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

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

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

[Note to Contracting Officer: See instructions on whether to add DBA clause 652.228-71 Worker's Compensation Insurance (Defense Base Act) – Services (JUNE 2006) – if included mark paragraphs b, c, d, e and f as “RESERVED”

652.228-71 Worker's Compensation Insurance (Defense Base Act) – Services (JUN 2006)

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, “covered contractor employees” includes the following individuals:

(1) United States citizens or residents;

(2) Individuals hired in the United States or its possessions, regardless of citizenship; and

(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

Paragraphs b, c, d, e and f are RESERVED.

(g) (1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. “Persons” includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the Contracting Officer. The request shall contain the following information:

(i) Contract number;

- (ii) Name of Contractor;
- (iii) Brief description of the services to be provided under the contract and country of performance;
- (iv) Name and position title of individual(s);
- (v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
- (vi) Dates (or timeframe) of performance at the overseas location; and,
- (vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).

(3) The Contracting Officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

[Note to Contracting Officer: Alternate I. (MO/YR) If the contract is for construction, as prescribed in 628.309-70(b), substitute the following paragraph (c) for paragraph (c) of the basis clause:]

(c) The current rate under the Department of State contract is ***[Note to Contracting Officer: Insert rate]*** of compensation for construction.”

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

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

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

[Note to Contracting Officer: See instructions on whether to add DBA clause 652.228-71 Worker's Compensation Insurance (Defense Base Act) – Services (JUNE 2006) – if this clause is inserted mark paragraphs b, c, d, e, and f as “RESERVED.”

SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JULY 2013) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

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

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24 and block 30, as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
[Note to Contracting Officer: Revise, add to, or delete from the following list, as needed]

1. Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

2. Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

3. List of clients over the past _____ ***[Note to Contracting Officer: Insert the number of years]*** 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 _____ ***[Note to Contracting Officer: Insert the country where the services shall be performed]*** 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.

4. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

5. 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. ***[Note to Contracting Officer: If there are any other unique requirements for doing business or restrictions in terms of doing business in the host country, then you need to ensure these are highlighted. For example, if there is a local law which precludes foreign firms from providing services, you need to identify the law.]***

6. The offeror's strategic plan for _____ ***[Note to Contracting Officer: Insert the services which shall be performed]*** 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.

[Note to Contracting Officer: Describe any additional items which may be required, such as a company brochure, proposed marketing plan, time line of activities, technical proposal, client list, financial statement, etc. For example, consider using the following:]

The quoter must document the following as a separate technical proposal in order to receive further consideration/ evaluation of its quotation:

- (1) Evidence that the individual(s) managing the sale process and/or assigned to the sale process is/are licensed to offer and undertake real estate brokerage services in ***[Note to Contracting Officer: Identify location]*** following local laws and regulations. Submit a license and/or some documentation of the individual's right/ability to conduct business; and
- (2) Evidence that the brokerage firm is licensed to offer and undertake real estate brokerage services in ***[Note to Contracting Officer: Identify location]*** following local laws and regulations. Submit a license and/or some documentation of the firm's right/ability to conduct business.
- (3) Evidence that the brokerage firm is sufficiently capitalized to underwrite costs of sale pending receipt of commission at the conclusion of sale.

Submit bank statements and recommendation of a major bank to demonstrate this.

Technical Capabilities of Individual(s) Managing and/or Assigned to the Sale Process.

Provide detailed resume(s), including pertinent experience, of the individual(s) who will manage the sale process for each of the Properties. At a minimum this should demonstrate:

- (1) Three or more years of real estate transaction experience in the local marketing area;
- (2) Experience handling two or more real estate transactions involving the sale and/or purchase of residential or commercial [*Note to Contracting Officer: Select one or the other or both*] real estate in the local area during the past two or three years in which the individual value of the transactions exceeded [*Note to Contracting Officer: Identify amount*].

Technical Capabilities of Quoter. Provide detailed information on background and experience of the firm managing the sale process. At a minimum this should demonstrate:

- (1) Four or more years involvement in the local real estate market;
- (2) Overall responsibility for five or more real estate transactions involving the sale and/or purchase of residential or commercial [*Note to Contracting Officer: Select one or the other or both*] real estate in local area during the past two or three years in which the individual value of the transactions exceeded [*Note to Contracting Officer: Identify amount*]

Marketing Plan. The quoter shall submit a preliminary marketing plan with its quotation which shall include the following:

- (1) The marketing plan shall provide for broad exposure of the properties to individuals and/or investors financially capable of buying one or both of the Properties.
- (2) A time line showing major milestones, from the date of contract award to the date the sale is complete.

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

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (OCT 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:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
	<i>[Note to Contracting Officer: Include the below provision if estimated value of contract is over \$500,000]</i>
52.209-7	INFORMATION REGARDING RESPOSIBILITY MATTERS (JUL 2013)
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)

[Note to Contracting Officer: Add the following if holding a site visit:]

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on *[Insert date]* at *[Insert local time]* at *[Insert location]*. Prospective offerors/quoters should contact *[Insert name and phone number]* for additional information or to arrange entry to the building.

THE FOLLOWING DOSAR PROVISIONS ARE PROVIDED IN FULL TEXT:

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

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, ***[Note to Contracting Officer: Insert Management Officer's name]***, at ***[Note to Contracting Officer: Insert Management Officer's telephone and fax numbers]***. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

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

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

[Note to Contracting Officer: Insert FAR 52.225-17 in full text if you will be allowing quotations to be submitted in more than one currency (U.S. dollars or local currency).]

THE FOLLOWING FAR PROVISION IS PROVIDED IN FULL TEXT:

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.

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 CLAUSES ARE
INCORPORATED BY REFERENCE:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN
ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND
CERTIFICATIONS (DEC 2012)

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

[Note To Contracting Officer: Include Provision Below If Acquisition Estimated To Exceed \$150,000]

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

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

(a) Definitions. As used in this provision:

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

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

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

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

[Note to Contracting Officer: See instructions on whether to include the following DOSAR provision]

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

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

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

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

(b) The Contracting Officer has determined that for performance in the country of *[Note to Contracting Officer: Insert country of performance and check the appropriate block below]* –

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

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

SECTION 4 - EVALUATION FACTORS

[Note to Contracting Officer: Following the second sentence below, the Contracting Officer may describe any additional items that may be required, such as a company brochure, technical proposal, client list, financial statement, etc.].

EVALUATION: The Government will award a purchase order to the lowest priced, acceptable, responsible quoter.

Quotations shall include a completed solicitation and other technical literature described above.

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

In the event of equal low prices from more than one quoter, award will be made to the quoter determined by the Government to be superior from a technical standpoint.

The lowest price will be determined by comparing the quoter's proposed percentage fee structure applied to the proposed asking price shown in Section 1.

Acceptability will be determined by assessing the offeror's compliance with the terms of the RFQ. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

- ***[Note to Contracting Officer: FAR provision 52.212-3 may NOT be tailored, e.g., you may not delete any portion of it. However, Posts may add that paragraphs (c), (d), (f), and (g) can be reserved if the vendors are all overseas vendors. If Post expects some US firms, then those paragraphs must remain in Representations and Certifications. Paragraph (h) applies only if the contract value is expected to exceed the simplified acquisition threshold. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA. The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b). Paragraph (j) does not apply unless the solicitation is predominantly for the acquisition of manufactured end products]***

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2013)

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

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

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

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

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

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

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

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

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

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

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

“Sensitive technology”—

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

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

- (1) Means a small business concern—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

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

and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

_____.

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

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

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

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

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

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

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

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

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

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

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

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate 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 *o* is, *o* is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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

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

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

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

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

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

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

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

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

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

(i) It *o* is, *o* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the

Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

(d) Representations required to implement provisions of Executive Order 11246—

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, 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 Act—Free Trade Agreements—Israeli Trade Act.”

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

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

Line Item No. Country of Origin

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Line Item No. Country of Origin

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) *o* Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) *Common parent*.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

(End of provision)