

VEHICLE RENTAL  
UNIFORM CONTRACT FORMAT

**IAW FAR 25.401(b) (1), this contract format is exempt from WTO GPA for “transportation services,” if drivers included, if just the vehicle itself then must be FedBizOp at \$204,000. If services then if over \$250,000, it still needs to be in FedBizOps (per PIB 2014-3).**

LAYOUT OF THIS MODEL

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

UPDATES TO THE MODEL

01/13/2014 - Update FAC 2005-64 thru 69, PIB 2012-16 (52.232-99 Deviation already included in models)

05/26/2013 – Updated VAT, Sections B.3.1.(f) and G.2.1.1., Version A

05/22/2013 – Update VAT info, Sections B.3.1(f) & G.2.1.1

05/10/2013 – Update not needed to eval Section L

03/25/2013 – Update FAC 2012-18

10/12/2012 – Update per FAC 2005 – 60-63 (52.204-8, 52.225-25)

09/10/2012 – Updates required by PIB 2012-16, 17 and 18

5/23/2012 – Updated required by FAC 205-56-59, PIB 2012-11 and -10 (notes on inherently govt, 52.204-7, 52.245-1, 52.232-32, 52.245-9, 52.204-8)

02/22/2012 – Updates per FAC 2005-55 (52.204-8, 52.204-10, 52.209-7, and 52.209-9)

12/23/2011 – Update FAC 2005-54 (52.225-25 and 52.204-8)

07/20/2011 – Updates required by DOSAR (652.204-70; 652.237-71)

07/13/2011 – Updates required by FAC 2005-53 (52.223-18, 52.215-10, and 52.215-11)

07/08/2011 – Updates required by FAC 52. (52.216-7, 652.242-73, 652.229-70, 52.204-8, 52.209-2)

04/06/2011- Update FAC 2005-48, 49, 50 and 51

02/28/2011 – Correction to update required by FAC 2005-47.

2/22/11 – Updated per FAC 2011-7 by deleted 52.209-8 and replacing with 52.209-9 ALT 1

01/24/11 – Update per FAC 47-48 and PIB 2011-03; 52.204-8, 52.204-9, and 52.209-8

10/19/10 – FAC 2005-46 update 52.244-6, 52.204-8 and add 52.225-25

10/12/10 – FAC 2005-46 add 52.223-18

09/03/10 – FAC 2005-45 update all required FAR clauses

07/22/10 -- FAC 2005-44 add 52.204-10

07/14/10 – FAC 2005-43 update to (52.222-19)

07/01/10 – Update FAC 2005-42 (52.244-6)

6/28/10 - 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; FAC 2005-40 has the following changes: (52.244-6, 52.203-13) (52.209-5) (52.209-7) (52.209-8)

01/12/10 – Change required by FAC 2005-38 (52.222-39, 52.244-6)

08/27/09 – Change required by FAC 2005-35 and 36 (52.222-19, 52.225-20, 52.244-6)

08/17/09 – Change required by FAC 2005-34 (Add 52.209-2)

07/20/09 – 652.228-74. Updated DBA rates

06/29/09 - No change required by FAC 2005-32&33

05/19/09 – Change required by FAC 2005-31 (52.215-2)

03/09/09 - Change required by FAC 2005-29 and 30 (52.222-50, 52.244-6, 52.204-8, 652.206-70)

12/30/08 – FAC 2005-28 (52.203-13 and 52.244-6)

10/08/08 – Update FAC 27 (52.232-17, 52.232-25)

07/28/08 – Changes required by PIBs 2008-20 and 2008-21, inclusion of Contractor Identification clause and DBA rate changes

07/14/08 – Change required by FAC 26 (52.225-13 and 52.225-20)

6/11/08 – Change required by FAC 2005-23 (none) 24, & 25

1/31/08 – No update required by FAC 2005-23; DBA rates updated

12/05/07 – No change required by FAC 2005-21 & 22

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

09/05/07 – Change required by FAC 2005-19 (update) (52.203-12, 52.222-50, 52.204-9 & 52.203-11)

09/05/07 – Add DOSAR 652.228-70

08/15/07 – Change required by PIB 2007-23 (Add DOSAR 652.204-70, Delete DOSAR 652.237-71)

07/18/07 - Change required by FAC 2005-18 – no change required

07/11/07 – No change required by FAC 2005-17

04/11/07 – Deleted DOSAR 652.228-70 indemnification

03/26/07 – Change required by FAC 2005-16 (52.244-6)

01/29/07 – checked DBA rate

01/04/07 – No change required by FAC 2005-15

12/13/06 – No change required by FAC 2005-14.

12/07/06 – changes required by FAC 2005-13 (52.203-6, 52.2-9-6, 52.244-6)

08/03/06 – Change to FAR internet reference; no update required for FAC 2005-12

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

6/20/06 – Change required by FAC 2005-09 (52.204-9, 652.237-71, 52.204-8, 52.222-50)

2/13/06 – Change required by FAC 2005-07 (52.204-8, 52.225-13, 52.244-6); no change necessary for FAC 2005-8

12/14/05 – Change to date of 52.244-6 to reflect that change in FAC 2005-1 was only to clause prescription

10/20/05 – FAC updates for 2005-6 (52.203-11, 52.203-12)

8/19/05 – No change for FAC 005-05

5/13/05 – No change required by FAC 2005-3 because 52.225-13 updates dates made in 2005-2.

4/15/05 – Changes required by FAC 2005-1 and 2005-2 (update FAR 52.244-6, Subcontracts for Commercial Items and 52.225-13, Restrictions on Certain Foreign Purchases to MAR 2005)

2/23/05 - Updated 52.209-6 and 52.244-6, and added 52.222-39 and 52.204-8 per FAC 2001-26 and FAC 2001-27

12/16/2004 – Deleted EPA Clause from Section B.

11/02/2004 – Added 52.233-4 Section I per FAC 2001-25

10/06/04 – Updated to cover new DBA

06/30/2004 – Update 52.219-1, 52.244-6 , and 52.202-1 Section I per FAC 2001-23 and 24

04/16/04 – No changes required for FACs 2001-21 and 2001-22.

1/29/04 No change for FAC 2001-17, changes for FAC 2001-18 (update 52.225-13) and FAC 2001-19

## CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

- Always use OPE's most recent contract model. Do not recycle an older version. Contract models are updated with FAR clauses many times per year.
- The attached model solicitation (Request for Proposals or RFP) is prepared in the Uniform Contract Format required by FAR 15.204. It is intended for use for a single visit or for a longer period of time, such as one year. Optional periods may be added if desired.
- Please note that 14 FAM 438.6 does not allow you to lease vehicle for more than 60 consecutive days and also a life cycle cost analysis must be done to lease versus purchase in accordance with FAR 7.4)
- If you frequently have VIP visits and require rental vehicles, you may decide it is appropriate to have one or more contracts in place. If you have few VIP visits, or if the local economy is not conducive to a longer-term arrangement, you may use this model each time rental vehicles are required.
- If your requirement will be less than \$150,000, then use an RFQ format, rather than the formal RFP. If you need help, contact your A/OPE Desk Officer.
- Multiple Versus Single Contract Awards - FAR 16.504 has a preference, (but not a requirement) for award of more than one contract when awarding an indefinite-delivery indefinite-quantity contract, such as this model for vehicle rental. You must document your file if you determine that a single award is appropriate in lieu of multiple awards. Keep in mind that multiple awards will result in the expenditure of additional post resources to administer more than one award, particularly since multiple awards entail some type of consideration (minimum order) for each awardee.
  - Many posts believe multiple awards are necessary if a single contractor cannot handle the workload (particularly during Presidential visits). Due to the requirement to include a minimum guaranteed amount, post may elect to award one contract, then award one or more Blanket Purchase Agreements (BPA) or even individual purchase orders to cover the occasional times when the Contractor cannot meet the post demands for service.
  - If you may make multiple awards, please note that Section G.3 provides several alternatives regarding how to select an awardee for individual task orders.
- Contract Type - This model is for an indefinite-delivery indefinite-quantity contract type. This means that task orders must be issued as vehicles are required. The Contracting Officer's Representative must closely monitor vehicle usage under the task orders to ensure that usage does not exceed funds obligated.

- For example, the Government may estimate a requirement for 10 vehicles for 8 hours per day (which represents a daily rate for billing purposes) and issue a task order for that requirement. But as the event progresses, you may find that one or more of the vehicles may be required for longer than 8 hours on a specific day. If so, you must be prepared to issue a modification to the task order to add additional hours of usage so that you don't exceed the obligated funds.
- In the cover letter to the OPE Desk Officer, Contracting Officer has stated the file name of the model the Contracting Officer has copied from OPE's website.
- 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 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.
- If this model is being used in lieu of the commercial items model, the CO has included supporting rationale as to why it is necessary to use this model.
- (or)
- If this model is being used in lieu of the commercial items model, the Contracting Officer has defended this decision to the OPE Desk Officer.
- 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.
- If you have questions about FAR Provisions and clauses, consult FAR 52.3, the provision and clause matrix, at [http://acquisition.gov/far/current/html/52\\_301Matrix.html](http://acquisition.gov/far/current/html/52_301Matrix.html). Do not delete any provisions or clauses without talking with your OPE Desk Officer.
- REQUIRED** – Before sending to 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
- Bio-preferred products - If U.S. firms or products are being solicited then include 52.223-1 and 52.223-2 in the solicitation/contract. Place in Section I.1.
- Appropriate information has been entered into all blank fields.
- Where appropriate, Contracting Officer has completed the following:
  - 52.232-19, Availability of Funds for the Next Fiscal Year. Applicable if the contract will cross fiscal years
  - The following are applicable since this will be an indefinite-delivery indefinite-quantity type contract:
    - 52.216-18, Ordering
    - 52.216-19, Order Limitations
    - 52.216-22, Indefinite Quantity
  - 52.217-9, Option to Extend Term of Contract. This is applicable if Options for Additional Performance Periods are Included in the Contract.
- Your A/OPE Desk Officer has approved this solicitation when and where approval is appropriate
- 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 solicitation before it has been submitted to A/OPE/EAD for review.
- Contracting Officer has made sure all A/OPE/EAD comments are incorporated before issuance.
- Contracting Officer has actually read the final solicitation before distribution.
- The solicitation makes sense to both you and your Desk Officer

- The Proposal due date is at least 30 days after issuance. Also, the Contracting Officer has ensured this due date does not fall on an Embassy holiday or weekend.
- PIB 2007-14 has been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. When in doubt, contact your OPE Desk Officer.
- 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.
- Contracting Officer has negotiated for the lowest priced technically acceptable offer.
- SECTION A (SF-33) Completed:
  - Complete blocks 1 through 11 of the SF-33 Solicitation, Offer and Award.
  - Block 11, Table of Contents - Identify page numbers of each section.
- SECTION B Completed
- SECTION C Completed
  - You have coordinated the tasks with the requirements office to ensure all tasks are necessary to include the timing.
- SECTION I Completed
  - FAR 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)
- SECTION I – Defense Base Act Insurance clauses reviewed and modified
  - If you are only renting the vehicles then disregard all reference to Defense Base Act.
  - When drivers are included and the Contracting Officer has a reasonable expectation that no covered contractor employees (see PIB 2009-20 on OPE intranet site for definition of covered versus non covered employees) 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 solicitation:

- FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas*. Place in Section I.1. (Note that OPE has assumed you will use the above clause and has already included it in Section I.1.)
- Provision entitled *Defense Base Act – Covered Contractor Employees*; place in Section K.9 (Note that OPE has assumed you will use the above clause and has already included it in Section K.9.)
- If, in response to the solicitation, 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 solicitation to add a line item in Section B (see sample language in B.2.7 and actual item in B.3.6 of the LGP model).
- If covered employees will be employed, delete the following:
  - FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas* from Section I.1.
  - Provision entitled 652.228-70 *Defense Base Act – Covered Contractor Employees* from Section K.9

Also, add the following clauses/provisions:

- FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place in Section I. Incorporated by reference.
- DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place in Section I. Incorporated in full text. If DOSAR 652.228-71 included delete actual text from paragraphs (b), (c), (d), (e) and (f) and mark those paragraphs as “reserved per PIB 2012-17.”
- Offerors shall be given additional time to incorporate the DBA contractor rates into their proposed prices.
- SECTION K.5 COMPLETED - American Business Sources
  - For Section K 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 Section K.5 (b) 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.
- If the above conditions are met, include the following (in blue) at the end of Section K and number as the next sequential number in the K series.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **532111**.

(2) The small business size standard is **\$35.5 million dollars**.

(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 *o* is, *o* 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 *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 (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)

SECTION L COMPLETED

Pre-proposal Conference/Site Visit (optional) -If there will be a pre-proposal conference or site visit, provide information in a cover letter to the solicitation and Section L.

If U.S. firms are being solicited/awarded a contract the following FAR clause must be provided in full text in Section I:

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 employee notice, printed by the Department of Labor, may 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 Office of Labor-Management Standards 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 notice 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 this clause including this paragraph (f) in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, 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 shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(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.

3<sup>rd</sup> Country Nationals: 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).

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON  
DEPARTMENT OF STATE CONTRACTS (October 17, 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 e-mail at [OIGHotline@state.gov](mailto: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.

SAMPLE LETTER TO PROSPECTIVE OFFERORS

*[Note to Contracting Officer: insert date]*

*[Note to Contracting Officer: insert inside address]*

Dear Prospective Offeror:

SUBJECT: Solicitation Number *[Note to Contracting Officer: insert number]*

The Embassy of the United States of America invites you to submit a proposal for *[Note to Contracting Officer: insert a brief description of services required]*.

*[Note to Contracting Officer: insert the following paragraph if a pre-proposal conference will be held]*

The Embassy intends to conduct a pre-proposal conference, and all prospective offerors who have received a solicitation package will be invited to attend. See Section L of the attached Request for Proposals (RFP).

Submit your proposal in a sealed envelope marked "Proposal 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]*. No proposal will be accepted after this time.

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

1. SF-33;
2. Section B;
3. Section K, Representations and Certifications;
4. Additional information as required in Section L.

The contract completion date is specified in Section F of the solicitation.

Direct any questions regarding this solicitation 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

## MODEL CONTRACT – SECTION A

### Cover Page of Solicitation

- Use the SF-33 as the cover page.
- Use a Request for Proposals (RFP) number.

***[Note to Contracting Officer – Use the SF-33 as the cover page. See the Cookbook, Chapter 8, Exhibit 8-1 for an example of how to complete the SF-33. This example is actually an SF-33 completed for contract award. When completing an SF-33 for purposes of a solicitation cover page, fill in the following blanks, following the Cookbook sample. All other blanks are left uncompleted at this time:***

- ***Total number of pages in solicitation***
- ***Block 3***
- ***Block 4***
- ***Block 5***
- ***Block 7***
- ***Block 8, if required***
- ***Block 9***
- ***Block 10A and B***
- ***Block 11]***

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 SCOPE OF SERVICES

The Contractor shall provide passenger transportation services [*Note to Contracting Officer: insert “and vehicle with driver” if applicable*] for the [*Note to Contracting Officer: insert Post*] in accordance with Section C - Description/ Specifications/Work Statement and the Exhibits contained in Section J of this contract. The period covered by this contract is addressed in Section F.

### B.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity, type contract with firm-fixed rates.

### B.3 PRICING

#### B.3.1 General

(a) The Contractor shall provide the vehicles with driver [*Note to Contracting Officer: delete “with driver” if drivers are not part of this procurement*] at the rates shown below.

(b) The quantities in B.3.2 are estimates only and are not guaranteed by this contract. See B.4 below for contractual minimum and maximum quantities.

(c) The Government may issue orders requiring vehicles at multiple locations. Except as specified in the Delivery-Order Limitations clause or in B.4, there is no limit on the number of orders that may be issued.

(d) Include any cost of Workers' Compensation and War-Hazard Insurance in the prices. This insurance shall not be a direct reimbursement.

(e) The Government will make payment in local currency.

(f) VALUE ADDED TAX.

**[Note to Contracting Officer:**

**Include Version A, if the Contractor must submit VAT for this contract to the host government.**

**Include Version B if the host government will not require submission of VAT by the Contractor for this contract.]**

*Version A*

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

OR

*Version B*

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B.3.2 Price Schedule

[*Note to Contracting Officer:*

- *Delete “with Driver” if Driver services aren’t required.*
- *Complete the pricing portion as follows:*
  - (a) *Revise the contract line items and description as appropriate*
  - (b) *Unit of measure (“month”, “each”, etc.) – Revise as appropriate*
  - (c) *Offeror will complete unit price column, but fill in “USD” or the local currency descriptor*
  - (d) *Fill in estimated quantity*
  - (e) *Offeror will complete Total Est. Amount*
- *Contracting Officer may add optional periods of performance if this contract is to extend beyond the basic period of performance.]*

<i>Daily Rate Pricing - See B.3.2.3 below</i>					
<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est.* Quantity</u>	<u>Total Est. Amount</u>
01	Sedan (capacity 5) with driver)	Daily			
02	Minivan (capacity 6-7) with driver	Daily			
03	Shuttles/Passenger Vans (capacity 33-50) with driver	Daily			
04	Coaches/Buses (capacity 16-24) with driver	Daily			
05	Coaches/Buses (capacity 33-50) with driver	Daily			

\* This estimated amount is based on total estimated Government requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

<u>Hourly Rate Pricing - See B.3.2.3 below</u>					
<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est.* Quantity</u>	<u>Total Est. Amount</u>
01	Sedan (capacity 5) with driver)	Hourly			
02	Minivan (capacity 6-7) with driver	Hourly			
03	Shuttles/Passenger Vans (capacity 33-50) with driver	Hourly			
04	Coaches/Buses (capacity 16-24) with driver	Hourly			
05	Coaches/Buses (capacity 33-50) with driver	Hourly			
Total Estimated Amount (daily and hourly combined):					

\* This estimated amount is based on total estimated Government requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

**[Note to Contracting Officer: add optional year pricing if options are needed.]**

B.3.2.1 The above rates shall include all the costs necessary to accomplish the work as required by this contract, including all managerial cost, administrative cost, vehicles, drivers **[Note to Contracting Officer: delete "drivers" if drivers are not required]**, communication equipment, and all vehicle operation expenses, including but not limited to fuel, oil, all other maintenance and insurance of such vehicles.

B.3.2.2 If the specified number of sedans, minivans, and shuttles/passenger vans are not available, the following substitutions are allowable:

- minivans substituted for sedans;
- shuttles/passenger vans substituted for minivans or sedans

Sedans shall not be used in place of minivan or shuttles/passenger vans. Simply stated, larger vehicles may replace smaller vehicles, but smaller vehicles may not replace larger vehicles. If the Contractor makes substitutions, billing and payment shall be at the contract rate for type of vehicle ordered by the Government.

B.3.2.3 The daily rate shall be charged for any consecutive 8-hour period within a calendar day. Any additional periods of 8 hours or any number of hours less than 8 hours within calendar day will be charged at the daily rate or hourly rate, whichever is less for the period. Portions of one hour may be divided into one-fourth hour increments and will be the smallest chargeable period of time. Each one-fourth hour increment shall be charged at one-fourth the established hourly rate.

#### B.4 CONTRACT MINIMUM AND MAXIMUM AMOUNTS

*[Note to Contracting Officer: If multiple awards are made, each contract will have a minimum which must be met by the Government. Therefore, while the minimum may not be a nominal amount, ensure that it is not so high that it cannot be met by the Government for all contracts awarded. We suggest a minimum reflecting no more than 5% of the anticipated annual amount for all vehicle rentals. The contract maximum must be high enough that it is not exceeded by any one contract. The FAR considers exceeding the contract maximum to be an "out-of-scope" action, requiring competition or justification why competition was not utilized.]*

B.4.1 Contract Minimum - During the contract period, the Government shall place orders for a minimum of *[Note to Contracting Officer: insert a minimum in local currency or USD]*. This is the contract minimum for this period of performance.

B.4.2 Contract Maximum - During the contract period, the amount of all orders shall not exceed *[Note to Contracting Officer: insert a maximum in local currency or USD]*. This is the contract maximum for this period of performance.

*[The Contracting Officer may include the following clause if desired, **however**, we don't recommend inclusion if the contract will only be for one year or less.]*

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 GENERAL

The Contractor shall provide passenger transportation services for the [*Note to Contracting Officer: insert name of Post*]. The Contractor shall provide all managerial, administrative, direct labor personnel, vehicles, drivers (if required by Section B), communication equipment, all running expenses (i.e., fuel, oil, etc) including all servicing and insurance of such vehicles that are necessary to accomplish all work required by this contract.

### C.2 DEFINITIONS

“Calendar Day” means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section G of this contract.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Ordering Officer" means the Contracting Officer of the [*Note to Contracting Officer: insert Post*].

“Services” means the services performed, workmanship, and equipment furnished or utilized in the performance of the services.

### C.3 MANAGEMENT

C.3.1. Contracting Officer’s Representative. The Contracting Officer’s Representative (COR) is responsible for validating requests from vehicle users, and providing instructions for vehicle use to the Contractor on a daily or less frequent basis. See G.1 regarding the COR. The COR does not have authority to issue task orders under this contract. See G.3 for task order issuance.

C.3.2 Authorized Service Requesters. Each task order will list the names and phone numbers of all authorized service requester(s). Service requesters are only authorized to order service within the boundaries established in the task order and are not authorized to order services from vehicles that were not included in that task order.

C.3.3 Project Manager. The Contractor shall designate a Project Manager who shall be the Contractor’s point of contact. The Project Manager shall be responsible for managing the Contractor’s work under this contract, including delegating requests to drivers (if drivers are required by this contract) along with any instruction required, and ensuring a smooth and effective operation. The Contractor’s Project Manager and telephone number are:

***[Note to Contracting Officer: to be completed at time of contract award.]***

Project Manager:	
Telephone Number:	

C.3.4 Documentation of Usage. Each driver shall obtain a certifying signature from the vehicle user on Daily Vehicle Use Record (Attachment B) at the end of service each day. The Contractor shall attach this form to the invoice as a supporting document to verify the hours of service.

***[Note to Contracting Officer: revise vehicle requirements as necessary]***

C.4 VEHICLE

C.4.1. Types of Vehicle. The Government requires the following types of vehicles, if ordered under this contract. All vehicles shall be of the latest model and in excellent condition with air-conditioning. The Contractor shall provide registration numbers before the vehicles are used.

<u>Type</u>	<u>Size and Description</u>
1. Sedans	Minimum 2-litre, four-door, capable of carrying four passengers
2. Minivans	Capable of carrying 6 to 7 passengers
3. Shuttles/Passenger Vans	Minimum capacity, 8 passengers
4. Coaches/Buses (S)	Capable of carrying 13-24 passengers
5. Coaches/Buses (L)	Capable of carrying 33-50 passengers

C.4.2 Replacement/Servicing. The Contractor shall provide a replacement vehicle equivalent to the type that requires replacement, due to accident, breakdown, or any other reason, within one (1) hour of notice by the driver (if drivers are required by Section B) or by the COR.

***[Note to Contracting Officer: revise communication equipment requirements as necessary]***

C.5 COMMUNICATION EQUIPMENT

The Contractor shall provide two-way communication equipment (such as radios, cellular phones, or pagers) which shall be available for use by the driver at all times during the shift.

C.6 DISPATCH POINTS

C.6.1 Dispatch points will be stated in each individual task order. Examples of possible hotels and venues include the following:

***[Note to Contracting Officer: fill in as necessary. If no information is available at time of solicitation preparation, then delete sentence entirely.]***

C.6.2 Level of Service. Vehicles shall be available to pick up passengers at the dispatch points listed in individual task orders within ***[Note to Contracting Officer: insert number]*** minutes of a request being made by the authorized requester. Vehicles shall be available to pick up passengers at the ***[Note to Contracting Officer: insert location/name/address]*** International Airport within ***[Note to Contracting Officer: insert number]*** minutes of the request from the authorized requester.

## C.7 PERSONNEL

***[Note to Contracting Officer: mark Section C.7 “Reserved” and delete all applicable text if drivers are not required for this solicitation.]***

C.7.1 The Contractor shall provide qualified drivers for each vehicle specified in this contract. Drivers employed to perform services shall be experienced and competent in the performance of such services, and shall possess the appropriate license and insurance.

C.7.2 The Contractor shall provide the Government all information required for drivers with any security clearance, accreditation, vehicle access, and licenses required to provide services under this contract.

C.7.3 Standards. Each driver shall meet minimum standards including:

1. Compliance with the requirements listed in paragraphs H.1 through H.3
2. English skills - Have a good level of English language skills
3. Local knowledge - Be completely familiar with ***[Note to Contracting Officer: insert location(s)]*** so as to know alternate routes should primary route be impassable or otherwise not the best alternative at any given time
4. License - Possess a ***[Note to Contracting Officer: insert applicable type]*** driver’s license for sedans and passenger vans/shuttles, and a large passenger transport license for coaches

C.7.4 Training. The Contractor shall provide training for all drivers in areas such as operating procedures and communication equipment/systems.

SECTION D - PACKAGING AND MARKING

(RESERVED)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

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

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.246-4	INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

E.2. Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all vehicle rental services set forth in the performance work statement (PWS)	C.1 thru C.7	All required services are performed and no more than one (1) [ <i>Note to Contracting Officer: insert different number if desired</i> ] customer complaint is received per month [ <i>Note to Contracting Officer: add other measures as desired</i> ]

E.2.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.2.2 STANDARD. The performance standard is that the Government receives no more than one (1) [*Note to Contracting Officer: insert other number if desired*] customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed-Price (August 1996), if any of the services exceed the standard.

### E.2.3 PROCEDURES

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

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

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.242-15	STOP WORK ORDER (AUG 1989)
52.242.17	GOVERNMENT DELAY OF WORK (APR 1984)

F.2 PERIOD OF PERFORMANCE

***[Note to Contracting Officer: if period of performance will commence on date of contract award, use the following]***

The performance period of this contract is from date of contract award through ***[Note to Contracting Officer: insert dates to reflect period of performance]***.

***[Note to Contracting Officer: if period of performance will not commence on date of contract award, use the following]***

The performance period of this contract is from ***[Note to Contracting Officer: insert start date of period of performance]*** through from ***[Note to Contracting Officer: insert ending date of period of performance]***.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1. MONITORING OF THE CONTRACTOR

#### G.1.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is the [*Note to Contracting Officer: insert job title of the COR, rather than by name.*]

#### G.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

### G.2 SUBMISSION OF INVOICES

G.2.1 The Contractor shall submit invoices monthly in an original and [*Note to Contracting Officer: insert number of invoice copies required*] copies to the Contracting Officer's Representative (COR) at the following address:

[*Note to Contracting Officer: insert address of the FMO who will forward the invoices to the COR for approval*]

#### G.2.1.1 VALUE ADDED TAX.

[*Note to Contracting Officer:*

*Include Version A, if the Contractor must submit VAT for this contract to the host government.*

*Include Version B if the host government will not require submission of VAT by the Contractor for this contract.]*

*Version A*

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

OR

*Version B*

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

G.2.2 Each invoice shall only include billing for one task order. For example, if services are provided under two separate task orders overlapping the same time period, submit two invoices.

G.2.3 A proper invoice shall comply with the requirements of Section I.1, FAR 52.232-25, "Prompt Payment". Additionally, each invoice shall include the following information:

- (1) Delivery Order Number;
- (2) Description, type and number of vehicles, hourly and/or daily rate, number of days/hours provided, and total amount.
- (3) Applicable Task Order as well as the Daily Vehicle Use Record (Attachment B) to support the number of hours worked with an approving signature of an appropriate company officer.

G.2.4 Payment. The Government will make all payments in [*Note to Contracting Officer: insert currency.*]

G.3 ORDERING

G.3.1 Orders. All services under this contract shall be ordered on a Delivery Order Form [*Note to Contracting Officer: insert either "OF 347" or "OF 206"*] (Attachment A), issued by the Contracting Officer, as the need arises.

G.3.2 Pricing. Orders will include prices derived from the unit prices in Section B. Normally, each order will include a ceiling based, based upon multiplication of the unit prices by estimated quantities. The Contractor shall notify the COR when vehicle usage has reached a point of 75% of the total estimated amount. The Government may then modify the task order if necessary to add more funding and increase the vehicle usage estimates.

**[*Note to Contracting Officer: include G.4 if there is a possibility that more than one contract will be awarded.*]**

#### G.4 SELECTION OF AWARDEE FOR INDIVIDUAL TASK ORDERS

(a) If more than one Contractor receives an award for these services, the following procedures shall govern the issuance of individual task orders. The Contractor shall perform no work without a task order issued by the Contracting Officer.

(b) As the need for services arises, the Government will develop a price estimate. If the estimate does not exceed US\$3,000, the Government will follow the procedures in paragraph (c) below. If the estimate exceeds US\$3000, the Government will follow the procedures in paragraph (d) below.

(c) Orders not exceeding US\$3,000 - The Government will select a Contractor for the task order. This decision will be based on the Government's best interests, which may include factors such as estimated price; past performance record; need to meet contractual minimums; or desire to avoid exceeding task order limitations set forth in Section I, FAR 52.216-19, "Order Limitations".

(d) Orders exceeding US\$3,000

(1) Unless one of the exceptions in paragraph (e) below applies, the Government will make its award selection based on the prices in the contract and past performance information gained as a result of Contractor performance under this contract.

(2) Selection of Contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the contract. The Department of State has an Acquisition Ombudsman who will review complaints by Contractors to ensure that all Contractors are afforded a fair opportunity to be considered for these task orders under the terms of this contract.

(e) Exceptions to the procedures in paragraph (d) above:

(1) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or

(2) It is necessary to place an order to satisfy a minimum guarantee.

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

G. **[Note to Contracting Officer: select number]** The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

**[Note to Contracting Officer: Mark H.1, H.2, and H.3 as “Reserved” if drivers are not required for this solicitation.]**

### H.1 SECURITY

H.1.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.

H.1.2 Time Requirements. Within five (5) days after contract award, the Contractor shall submit the following minimum number of names for drivers for the types of vehicles listed below: **[Note to Contracting Officer: insert minimum number of drivers and list type of vehicle]**

<u>Type of Vehicle</u>	<u>Minimum Number of Drivers</u>
Sedan/Minivan/Shuttles	
Coaches/Buses	

H.1.3 Identity Cards. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while on providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

### H.2 STANDARDS OF CONDUCT

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

(c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(e) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; and organizing or participating in gambling in any form.

### H.3 PERSONNEL HEALTH REQUIREMENTS

All employees must be in good general health without physical disabilities that would interfere with the acceptable performance of their duties. All employees shall be free from communicable disease. They shall possess binocular vision, correctable to 20/30 (Snellen) and shall not be colorblind. They shall be capable of hearing ordinary conversation.

### H.4 LAWFUL OPERATION, PERMITS, INSURANCE AND INDEMNIFICATION

(a) Bonds. The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

(b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of such costs and must include all such costs in the fixed prices in this contract.

(c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to:

--negligence of the Contractor's personnel in the performance of this contract, or  
--any cause arising from accidental, careless or irresponsible discharge of any firearms assigned to the Contractor's personnel.

The Contractor's assumption of absolute liability is independent of any insurance policies.

(d) Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability	
(1) Bodily injury stated in U.S. dollars:	
Per Occurrence	<i>[\$[Note to Contracting Officer: insert amounts]</i>
Cumulative	<i>[\$[Note to Contracting Officer: insert amounts]</i>
(2) Property damage stated in U.S. dollars:	
Per Occurrence	<i>[\$[Note to Contracting Officer: insert amounts]</i>
Cumulative	<i>[\$[Note to Contracting Officer: insert amounts]</i>

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
  - (b) its officers,
  - (c) agents,
  - (d) servants,
  - (e) employees, or
  - (f) any other person,
- arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

(e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

#### H.5 GOVERNMENT AS ADDITIONAL INSURED

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

#### H.6 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance within five (5) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government. In addition, the Contractor shall evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When a self-insurer provides coverage, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

#### H.7 ORDERING OFFICIAL

The Contracting Officer is the designated ordering individual for this contract.

## SECTION I - CONTRACT CLAUSES

### I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:  
<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>.

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

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
<b>[Note to Contracting Officer: include 52.203-13 if the requirement exceeds \$5 million]</b>	
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
<b>[Note to Contracting Officer: if contractor personnel on USG property, add clause 52.204-9]</b>	
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
<b>[Note to Contracting Officer: add clause 52.210-1 if estimated contract over \$5,000,000]</b>	

- 52.210-1 MARKET RESEARCH (APR 2011)
- 52.215-2 AUDIT AND RECORDS - NEGOTIATION(OCT 2010)
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)

***[Note to Contracting Officer: Use Alt I of clause 52.222-50 if local law identifies off limit establishments]***

- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

***[Note to Contracting Officer: If location is in a danger zone, include 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008) in accordance with FAR 25.]***

***[Note to Contracting Officer: See instructions on whether to also include FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 1984).]***

- 52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-17 INTEREST (OCT 2010)
- 53.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (JUL 2013)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.233-1 DISPUTES (JUL 2002), *Alternate I (DEC 1991)*
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES - FIXED-PRICE (AUG 1987), <i>Alternate I</i> (APR 1984)
52.245-9	USE AND CHARGES (APR 2012)
52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)
52.248-1	VALUE ENGINEERING (OCT 2010)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

The following Federal Acquisition Regulation clause(s) is/are included in full text:

***[Note to Contracting Officer: Add in full text if a U.S. 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) (DEVIATION)

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.

## I.2 52.216-18 ORDERING (OCT 1995)

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

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

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

### I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [*Note to Contracting Officer: insert number*] vehicles/day, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of [*Note to Contracting Officer: insert number*] vehicles for Sedan, [*Note to Contracting Officer: insert number*] each for Minivan and Shuttles/Passenger Vans per day;

(2) Any order for a combination of items in excess of [*Note to Contracting Officer: insert number*] vehicles per day; or

(3) A series of orders from the same ordering office within [*Note to Contracting Officer: insert number*] days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

### I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

#### I.5 RESERVED

#### DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

#### I.6 DOSAR FULL TEXT CLAUSES

***[Note to Contracting Officer: insert the clause at 652.204-70 in solicitations and contracts that require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems.]***

#### 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

#### 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)

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

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

(a) The Optional Form (OF) 347, *Order for Supplies or Services* and Optional Form 348, *Order for Supplies or Services Schedule – Continuation*; or

(b) The Optional Form (OF) 206, *Purchase Order, Receiving Report and Voucher*, and Optional Form 206A, *Continuation Sheet*.

(End of clause)

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.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

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

***[Note to Contracting Officer: Add local holidays to this list.]***

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

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

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

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

no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, if the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

(End of clause)

#### 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.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

***[Note to Contracting Officer: See instructions on whether to add DBA clause 652.228-71 Workers' Compensation Insurance (Defense Base Act)--Services (AUG 1999) (DEVIATION). If this clause is included, mark paragraphs (b), (c), (d), (e) and (f) as "RESERVED".]***

***[Note to Contracting Officer: Add clause 652.229-70 if you anticipate U.S. firms submitting proposals.]***

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

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

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

(End of clause)

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### J.1 LIST OF ATTACHMENTS

*[Note to Contracting Officer: for Exhibits A and B, insert the appropriate forms]*

EXHIBIT A – SAMPLE OF DELIVERY ORDER *[Note to Contracting Officer: insert either a copy of the OF 347 or OF 206]*

EXHIBIT B – SAMPLE OF DAILY VEHICLE USE RECORD *[Note to Contracting Officer: insert a copy used by your motor pool]*

EXHIBIT C - CONTRACTOR FURNISHED PROPERTY

## EXHIBIT C - CONTRACTOR FURNISHED PROPERTY

The Contractor shall provide all vehicles, communication equipment (radios, cellular phones, pagers), or administrative items required for performance under this contract. The Contractor shall maintain sufficient spare equipment/parts for all Contractor furnished materials to ensure uninterrupted provision of services as required by the contract.

PART IV: REPRESENTATIONS AND INSTRUCTIONS  
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.  
(APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

\_\_\_\_\_ [insert full name of person(s)  
in the offeror's organization responsible for determining the prices offered in this bid or proposal,  
and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her 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 its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, 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.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

(End of provision)

**K.3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 USC 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.

(d) Taxpayer Identification Number (TIN)

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

(e) Type of Organization

	Sole Proprietorship
	Partnership
	Corporate Entity (not tax exempt)
	Corporate Entity (tax exempt)
	Government entity (Federal, State or local)
	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)

As prescribed in 4.1202, insert the following provision:

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **532111**.

(2) The small business size standard is **\$35.5 million dollars**.

(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)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

**[Contracting Officer check as appropriate.]**

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. 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.

FAR CLAUSE #	TITLE	DATE	CHANGE
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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 SAM.

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS  
(APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have or 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 public (Federal, State, or local) 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 (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are or are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have or, 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of clause)

#### K.7 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name:	
Address:	
Telephone Number:	

K.8. 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.

**[Proposal Note: 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>.]**

K.9 652.228-70 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:

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

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

(d) RESERVED

**K.10 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)**

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“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 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.

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

(End of provision)

K.11. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (MAY 2011)

(a) *Definition.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) *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 at 26 U.S.C. 7874.

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

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

(End of provision)

PART IV  
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SUBMISSION OF OFFERS

L.1.1 General. This solicitation is for the performance of the services described in Section C - PERFORMANCE WORK STATEMENT, and the Exhibits attached to this solicitation.

L.1.1.1 Summary of Instructions. Each offer must consist of the following:

L.1.2. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and Sections B and K have been filled out.

L.1.2.1 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Have an established business with a permanent address and telephone listing;
- (2) Be able to demonstrate prior experience with suitable references;
- (3) Have the necessary personnel, equipment and financial resources available to perform the work;
- (4) Have all licenses and permits required by local law;
- (5) Meet all local insurance requirements;
- (6) Have no adverse criminal record; and
- (7) Have no political or business affiliation which could be considered contrary to the interests of the United States.
- (8) Be able to understand written and spoken English

L.2 SUBMISSION OF OFFERS

L.2.1 General

This solicitation is for the performance of the services described in Section C and the Exhibits which are a part of this solicitation.

L.2.2. Summary of Instructions

Each offer must consist of the following physically separate volumes:

**[Note to Contracting Officer: insert number of copies]**

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
1	Executed Standard Form 33, "Solicitation, Offer and Award," and completed Section K – "Representations, Certifications and Other Statements of Offerors"	
2	Price Proposal and completed Section B – "Supplies or Services and Prices/Costs"	
3	Technical Proposal	

\* The total number of copies includes the original as one of the copies.

The complete offer shall be submitted at the address indicated at Block 7 of Standard Form (SF) 33, if mailed, or the address set forth below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 33).


Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.2.3. Closing Date. The complete offer shall be received by the **[Note to Contracting Officer: insert Post]**, located at the address indicated on the solicitation cover page, no later than **[Note to Contracting Officer: insert time and date]**.

L.2.4 Detailed Instructions

(1) Volume I: Standard Form (SF) 33 and Section K. Complete blocks 12 through 18 of the SF 33 and all of Section K.

(2) Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B

- (3) Volume III: Technical Proposal.
- (a) Management Information – Provide the following:
- (1) Company profile including a list of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
  - (2) A list of key management personnel and their profiles;
  - (3) A list of types, models, year made of vehicles to be provided;
  - (4) A list of communication equipment;
  - (5) Sources/ownership of vehicles provided and drivers provided – Vehicle ownership (such as company owned with employed drivers, owner-operated, subcontracted to your organization, etc.)
- (b) Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:
- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
  - (2) Contract number and type;
  - (3) Date of the contract award place(s) of performance, and completion dates;
  - (4) Contract dollar value;
  - (5) Brief description of the work, including responsibilities;
  - (6) Comparability to the work under this solicitation;
  - (7) Brief discussion of any major technical problems and their resolution;
  - (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
  - (9) Any terminations (partial or complete) and the reason (convenience or default).

L.2.5 In accordance with H.6, Certificate of Insurance, offeror shall either provide:

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

The complete offer shall be submitted at the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, "Solicitation, Offeror and Award."

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

### L.3 PROPRIETARY DATA

The offeror will identify proprietary data by page(s), paragraph(s) and sentence(s), and shall not generalize.

### L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/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 or Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013) [ <i>Note to Contracting Officer: include 52.209-7 if estimated contract over \$500,000</i> ]
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION* (JAN 2004)
52.237-1	SITE VISIT (APR 1984)

\* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

L.5 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price indefinite-delivery, indefinite-quantity contract resulting from this solicitation, under which will be placed firm, fixed-price task orders.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from *[Note to Contracting Officer: designate the official or location where a protest may be served on the Contracting Officer.]*

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.6. 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)  
(DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation.

If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or by writing to:

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting

Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested, and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes.

Interested parties are invited to contact the contracting activity ombudsman, [*Note to Contracting Officer: insert name*], at [*Note to Contracting Officer: insert 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 by writing to:

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

(End of provision)

#### L.7 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party that includes:

Income (profit-loss) Statement that shows profitability for the past [*Note to Contracting Officer: insert number of years*] years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

#### L.8 SITE VISIT

In accordance with FAR provision 52.237-1, Site Visit, the Post will arrange for site visits on [*Note to Contracting Officer: specify date(s)*]. Offerors should contact [*Note to*

**Contracting Officer: insert name, telephone/fax number, e-mail, as appropriate]** to make appropriate arrangements.

**L.9 PRE-PROPOSAL CONFERENCE**

**[Note to Contracting Officer: Complete this subsection with the date, time and location of the conference and name, telephone/fax number, e-mail address (as appropriate) of a point-of-contact.]**

L.10. A pre-proposal conference to discuss the requirements of this solicitation will be held on **[Note to Contracting Officer: insert date]** at **[Note to Contracting Officer: insert time]** at the **[Note to Contracting Officer: insert location]**. Offerors interested in attendance should contact the following individual:

Name	Telephone Number	Fax Number	E-mail Address
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L.10.1. Offerors are urged to submit written questions at least three days prior to the scheduled pre-proposal conference date, using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

L.10.2. Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered at that conference.

L.10.3 No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

L.10.4 Following the conference, all prospective offerors who received a copy of the solicitation will be provided a copy of all questions presented in writing prior to the conference, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation. The Government will make an initial review of proposals to determine compliance with these instructions. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

#### M.1.2. Basis for Award

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation process will follow the procedures below:

a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing required information.

b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of the technical proposal required by Section L, including a review of the offeror's proposed project manager to ensure that she or he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in Section L to verify quality of past performance.

c) Responsibility

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) adequate financial resources or the ability to obtain them;
- (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;

- (3) satisfactory record of integrity and business ethics;
- (4) necessary organization, experience, and skills or the ability to obtain them;
- (5) necessary equipment and facilities or the ability to obtain them; and
- (6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified following FAR 15.503.

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

**M.2 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.

**M.3 PRICE EVALUATION**

For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the estimated quantities shown in Section B of this solicitation.

**M.4 SEPARATE CHARGES**

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.