SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 17, 24, & 30*			1. REQUISITION NUMBER PR	PAGE 1 OF 69
2. CONTRACT NO.	3. AWARD/EFFECTIVE	4. ORDER NUMBER	5.SOLICITATION NUMBER 19BC4021Q0013	6. SOLICITATION ISSUE DATE August 11, 2021
7. FOR SOLICITATION INFORMATION CALL	a. NAME Leonard Thebe – Contracting Officer		b. TELEPHONE NUMBER(No collect calls) +267-373-2356 /71613929	8. OFFER DUE DATE/ LOCAL TIME September 16, 2021 – 10:00 AM

9. ISSUED BY CODE American Embassy, P O Box 90 Gaborone Botswana		10. THIS ACQUISITION IS X☐ UNRESTRICTED ☐ SET ASIDE: % FOR ☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN OWNED ☐ 8(A) NAICS:
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED X☐ SEE SCHEDULE	12.	☐ 13a. THIS CONTRACT IS A RATED ORDER 13b. RATING 14. METHOD OF SOLICITATION
15. DELIVER TO: Code GSO - Procurement American Embassy Government Enclave Embassy Drive Gaborone, Botswana		16. Administered by:
17.a. CONTRACTOR/OFFEROR CODE FACILITY CODE TELEPHONE NO:		18a. PAYMENT WILL BE MADE BY Embassy FMC P O Box 90 Gaborone, Botswana
☐17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNI	23. UNIT PRICE	24. AMOUNT
1	USA Embassy Gaborone Workman Compensation Coverage for the Locally Employed Staff (LE Staff)				BWP

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)

X☐ 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

X☐ 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

X☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	☐ 29. AWARD OF CONTRACT: RFP. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*	
30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)	31c. DATE SIGNED

American Embassy Gaborone

P O Box 90
Gaborone

August 9, 2021

Dear Prospective Quoter:

SUBJECT: Solicitation Number 19BC4021Q0013 USA Embassy Gaborone Workman Compensation Coverage for the Locally Employed Staff (LE Staff)

The Embassy of the United States of America invites you to submit a quotation for Workman Compensation Coverage for the Locally Employed Staff (LE Staff)

The Embassy intends to conduct a pre-quotation conference at the site, and all prospective offerors who have received a solicitation package will be invited to attend. See Section 3 of the attached Request for Quotations (RFQ).

Your quotation must be emailed using the above email on or before September 16, 2021, by 10:00 AM marked as follows: No proposal will be accepted after this time.

Att. GSO-Procurement
LE-Staff Workman Compensation - Proposal
USA Embassy Gaborone
Government Enclave, Embassy Drive
Gaborone, Botswana

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

1. Price proposal as separate document from Technical with SF-1449 Solicitation Cover Sheet completed blocks *17, 24, & 30*
2. Technical Proposal separate from the Price proposal
3. Technical proposal should meet the requirement as required in Section 3

Direct any questions regarding this solicitation to the USA Embassy Contracting Office via Email gaboroneprocurementgso@state.gov or by telephone 373-2356 – mobile +267-71613929 during regular business hours.

Sincerely,

Leonard Thebe
Contracting Officer

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ number 19BC4021Q0013

PRICES, BLOCK 23

NOTE: Add the below to the SF-1449:

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26 U.S.C. 5000C.

I. PERFORMANCE WORK STATEMENT

A. The contract will be for a one-year period from the date of the contract award, with four one-year options.

QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	**Scope of Work Paragraphs**	**Performance Threshold**
Services. LE-Staff Workman Compensation Cover set forth in the scope of work.	___ thru ____	All required services are performed and no more than one (5) customer complaint is received per month.

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.
2. STANDARD. The performance standard is that the Government receives no more than one (5) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

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.

MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of BWP **_____.** This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed BWP_____ This reflects the contract maximum for this period of performance."

II. PRICING – the price on this contract will be in BWP Botswana local currency

III. VALUE ADDED TAX.

Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices.

Base Year

Workman Compensation for U.S. Mission Locally Employed Staff The U.S. Mission requests provision for coverage of workman compensation of Locally Employed (LE) Staff relating to injuries suffered or occupational diseases contracted in the course of employment, or for death resulting from such injuries or diseases for matters incidental and connected to the foregoing. Current data of positions provided on separate spreadsheet attached as attachment A. Period of service is one year after the notice to proceed is given with four option years on one year option exercise through a funded task order if funds and needs are still existing. This is an indefinite-quantity contract for the services specified and effective for the period stated, in the Schedule. The contractor will be paid through submitting an invoice matching the deliverables, verified by the Contracting Officer Representative (COR) for this contract and the COR of the contract is the Embassy Gaborone HR office.		
Monthly Price		
VAT		
Price plus VAT		X 12 months
Totals		

Option year one

Workman Compensation for U.S. Mission Locally Employed Staff The U.S. Mission requests provision for coverage of workman compensation of Locally Employed (LE) Staff relating to injuries suffered or occupational diseases contracted in the course of employment, or for death resulting from such injuries or diseases for matters incidental and connected to the foregoing. Current data of positions provided on separate spreadsheet attached as attachment A. Period of service is one year after the notice to proceed is given with four option years on one year option exercise through a funded task order if funds and needs are still existing. This is an indefinite-quantity contract for the services specified and effective for the period stated, in the Schedule. The contractor will be paid through submitting an invoice matching the deliverables, verified by the Contracting Officer Representative (COR) for this contract and the COR of the contract is the Embassy Gaborone HR office.		
Monthly Price		
VAT		
Price plus VAT		X 12 months

Totals		

Option year two

Workman Compensation for U.S. Mission Locally Employed Staff The U.S. Mission requests provision for coverage of workman compensation of Locally Employed (LE) Staff relating to injuries suffered or occupational diseases contracted in the course of employment, or for death resulting from such injuries or diseases for matters incidental and connected to the foregoing. Current data of positions provided on separate spreadsheet attached as attachment A. Period of service is one year after the notice to proceed is given with four option years on one year option exercise through a funded task order if funds and needs are still existing. This is an indefinite-quantity contract for the services specified and effective for the period stated, in the Schedule. The contractor will be paid through submitting an invoice matching the deliverables, verified by the Contracting Officer Representative (COR) for this contract and the COR of the contract is the Embassy Gaborone HR office.		
Monthly Price		
VAT		
Price plus VAT		X 12 months
Totals		

Option year three

Workman Compensation for U.S. Mission Locally Employed Staff The U.S. Mission requests provision for coverage of workman compensation of Locally Employed (LE) Staff relating to injuries suffered or occupational diseases contracted in the course of employment, or for death resulting from such injuries or diseases for matters incidental and connected to the foregoing. Current data of positions provided on separate spreadsheet attached as attachment A. Period of service is one year after the notice to proceed is given with four option years on one year option exercise through a funded task order if funds and needs are still existing. This is an indefinite-quantity contract for the services specified and effective for the period stated, in the Schedule. The contractor will be paid through submitting an invoice matching the deliverables, verified by the Contracting Officer Representative (COR) for this contract and the COR of the contract is the Embassy Gaborone HR office.		
Monthly Price		
VAT		
Price plus VAT		X 12 months

Totals		

Option year four

Workman Compensation for U.S. Mission Locally Employed Staff The U.S. Mission requests provision for coverage of workman compensation of Locally Employed (LE) Staff relating to injuries suffered or occupational diseases contracted in the course of employment, or for death resulting from such injuries or diseases for matters incidental and connected to the foregoing. Current data of positions provided on separate spreadsheet attached as attachment A. Period of service is one year after the notice to proceed is given with four option years on one year option exercise through a funded task order if funds and needs are still existing. This is an indefinite-quantity contract for the services specified and effective for the period stated, in the Schedule. The contractor will be paid through submitting an invoice matching the deliverables, verified by the Contracting Officer Representative (COR) for this contract and the COR of the contract is the Embassy Gaborone HR office.		
Monthly Price		
VAT		
Price plus VAT		X 12 months
Totals		

Summery price with all option years

Base Year	BWP_____
Option Year one	BWP _____
Option Year two	BWP _____
Option Year Three	BWP _____
Option Year four	BWP _____
Grand Totals	**BWP** _____

CONTINUATION TO SF-1449,
RFQ NUMBER 19BC4021Q0013
SCHEDULE OF SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Workman Compensation for U.S. Mission Locally Employed Staff

The U.S. Mission requests provision for coverage of workman compensation of Locally Employed (LE) Staff relating to injuries suffered or occupational diseases contracted in the course of employment, or for death resulting from such injuries or diseases for matters incidental and connected to the foregoing.

Current data of positions provided on separate spreadsheet attached as attachment A.

Period of service is one year after the notice to proceed is given with four option years on one year option exercise through a funded task order if funds and needs are still existing.

This is an indefinite-quantity contract for the services specified and effective for the period stated, in the Schedule. The contractor will be paid through submitting an invoice matching the deliverables, verified by the Contracting Officer Representative (COR) for this contract and the COR of the contract is the Embassy Gaborone HR office.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) is incorporated by reference. (see SF-1449, Block 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (JUL 2021)

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

(1) *52.203-19*, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) *52.204-23*, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) *52.204-25*, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) *52.209-10*, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) *52.233-3*, Protest After Award (AUG 1996) (*31 U.S.C. 3553*).

(6) *52.233-4*, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (*19 U.S.C. 3805 note*)).

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

__ (1) *52.203-6*, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (OCT 1995) (*41 U.S.C. 4704* and *10 U.S.C. 2402*).

_X_ (2) *52.203-13*, Contractor Code of Business Ethics and Conduct (JUN 2020) (*41 U.S.C. 3509*)).

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

__ (4) *52.204-10*, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (*31 U.S.C. 6101 note*).

__ (5) [Reserved].

_X_ (6) *52.204-14*, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

_X_ (7) *52.204-15*, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) *52.209-6*, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (*31 U.S.C. 6101 note*).

_X_ (9) *52.209-9*, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (*41 U.S.C. 2313*).

__ (10) [Reserved].

__ (11)

(i) *52.219-3*, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (*15 U.S.C. 657a*).

__ (ii) Alternate I (MAR 2020) of *52.219-3*.

__ (12)

(i) *52.219-4*, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (*15 U.S.C. 657a*).

__ (ii) Alternate I (MAR 2020) of *52.219-4*.

__ (13) [Reserved]

__ (14)

(i) *52.219-6*, Notice of Total Small Business Set-Aside (NOV 2020) (*15 U.S.C. 644*).

__ (ii) Alternate I (MAR 2020) of *52.219-6*.

__ (15)

(i) *52.219-7*, Notice of Partial Small Business Set-Aside (NOV 2020) (*15 U.S.C. 644*).

__ (ii) Alternate I (MAR 2020) of *52.219-7*.

__ (16) *52.219-8*, Utilization of Small Business Concerns (OCT 2018) (*15 U.S.C. 637(d)(2)* and (3)).

__ (17)

(i) *52.219-9*, Small Business Subcontracting Plan (JUN 2020) (*15 U.S.C. 637(d)(4)*).

__ (ii) Alternate I (NOV 2016) of *52.219-9*.

__ (iii) Alternate II (NOV 2016) of *52.219-9*.

__ (iv) Alternate III (JUN 2020) of *52.219-9*.

__ (v) Alternate IV (JUN 2020) of *52.219-9*

__ (18)

(i) *52.219-13*, Notice of Set-Aside of Orders (MAR 2020) (*15 U.S.C. 644(r)*).

__ (ii) Alternate I (MAR 2020) of *52.219-13*.

__ (19) *52.219-14*, Limitations on Subcontracting (MAR 2020) (*15 U.S.C. 637(a)(14)*).

__ (20) *52.219-16*, Liquidated Damages-Subcontracting Plan (JAN 1999) (*15 U.S.C. 637(d)(4)(F)(i)*).

__ (21) *52.219-27*, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (*15 U.S.C. 657f*).

__ (22)

(i) *52.219-28*, Post Award Small Business Program Representation (NOV 2020) (*15 U.S.C. 632(a)(2)*).

__ (ii) Alternate I (MAR 2020) of *52.219-28*.

__ (23) *52.219-29*, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) (*15 U.S.C. 637(m)*).

__ (24) *52.219-30*, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (*15 U.S.C. 637(m)*).

__ (25) *52.219-32*, Orders Issued Directly Under Small Business Reserves (MAR 2020) (*15 U.S.C. 644*(r)).

__ (26) *52.219-33*, Nonmanufacturer Rule (MAR 2020) (*15U.S.C. 637*(a)(17)).

__ (27) *52.222-3*, Convict Labor (JUN 2003) (E.O.11755).

_X_ (28) *52.222-19*, Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

__ (29) *52.222-21*, Prohibition of Segregated Facilities (APR 2015).

_X_ (30)

(i) *52.222-26*, Equal Opportunity (SEP 2016) (E.O.11246).

__ (ii) Alternate I (FEB 1999) of *52.222-26*.

__ (31)

(i) *52.222-35*, Equal Opportunity for Veterans (JUN 2020) (*38 U.S.C. 4212*).

__ (ii) Alternate I (JUL 2014) of *52.222-35*.

_X_ (32)
(i) *52.222-36*, Equal Opportunity for Workers with Disabilities (JUN 2020) (*29 U.S.C. 793*).
__ (ii) Alternate I (JUL 2014) of *52.222-36*.
__ (33) *52.222-37*, Employment Reports on Veterans (JUN 2020) (*38 U.S.C. 4212*).
__ (34) *52.222-40*, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
_X_ (35)
(i) *52.222-50*, Combating Trafficking in Persons (OCT 2020) (*22 U.S.C. chapter 78* and E.O. 13627).
__ (ii) Alternate I (MAR 2015) of *52.222-50* (*22 U.S.C. chapter 78* and E.O. 13627).
_X_ (36) *52.222-54*, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in *22.1803*.)
__ (37)
(i) *52.223-9*, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (*42 U.S.C. 6962(c)(3)(A)(ii)*). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (MAY 2008) of *52.223-9* (*42 U.S.C. 6962(i)(2)(C)*). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (38) *52.223-11*, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
__ (39) *52.223-12*, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
__ (40)
(i) *52.223-13*, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (OCT 2015) of *52.223-13*.
__ (41)
(i) *52.223-14*, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun2014) of *52.223-14*.
__ (42) *52.223-15*, Energy Efficiency in Energy-Consuming Products (MAY 2020) (*42 U.S.C. 8259b*).
__ (43)
(i) *52.223-16*, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
__ (ii) Alternate I (JUN 2014) of *52.223-16*.

_X_ (44) *52.223-18*, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

__ (45) *52.223-20*, Aerosols (JUN 2016) (E.O. 13693).

__ (46) *52.223-21*, Foams (Jun2016) (E.O. 13693).

_X_ (47)

(i) *52.224-3* Privacy Training (JAN 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (JAN 2017) of *52.224-3*.

__ (48) *52.225-1*, Buy American-Supplies (JAN2021) (*41 U.S.C. chapter 83*).

__ (49)

(i) *52.225-3*, Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)(*41 U.S.C.chapter83*, *19 U.S.C. 3301* note, *19 U.S.C. 2112* note, *19 U.S.C. 3805* note, *19 U.S.C. 4001* note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (JAN 2021) of *52.225-3*.

__ (iii) Alternate II (JAN 2021) of *52.225-3*.

__ (iv) Alternate III (JAN 2021) of *52.225-3*.

__ (50) *52.225-5*, Trade Agreements (OCT 2019) (*19 U.S.C. 2501*, et seq., *19 U.S.C. 3301* note).

__ (51) *52.225-13*, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) *52.225-26*, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; *10 U.S.C. 2302Note)*.

__ (53) *52.226-4*, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (*42 U.S.C. 5150*).

__ (54) *52.226-5*, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (*42 U.S.C. 5150*).

__ (55) *52.229-12*, Tax on Certain Foreign Procurements (FEB 2021) .

__ (56) *52.232-29*, Terms for Financing of Purchases of Commercial Items (FEB 2002) (*41 U.S.C. 4505*, *10 U.S.C. 2307(f)*).

__ (57) *52.232-30*, Installment Payments for Commercial Items (Jan 2017) (*41 U.S.C. 4505*, *10 U.S.C. 2307(f)*).

_X_ (58) *52.232-33*, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (*31 U.S.C. 3332*).

_X_ (59) *52.232-34*, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (*31 U.S.C. 3332*).

__ (60) *52.232-36*, Payment by Third Party (MAY 2014) (*31 U.S.C. 3332*).

__ (61) *52.239-1*, Privacy or Security Safeguards (AUG 1996) (*5 U.S.C. 552a*).

__ (62) *52.242-5*, Payments to Small Business Subcontractors (JAN 2017) (*15 U.S.C. 637(d)(13)*).

__ (63)

(i) *52.247-64*, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (*46 U.S.C. 55305* and *10 U.S.C. 2631*).

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

__ (iii) Alternate II (FEB 2006) of *52.247-64*.

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

_X_ (1) *52.222-41*, Service Contract Labor Standards (AUG 2018) (*41 U.S.C. chapter67*).

__ (2) *52.222-42*, Statement of Equivalent Rates for Federal Hires (MAY 2014) (*29 U.S.C. 206* and *41 U.S.C. chapter 67*).

_X_ (3) *52.222-43*, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (*29 U.S.C. 206* and *41 U.S.C. chapter 67*).

_X_ (4) *52.222-44*, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (*29U.S.C.206* and *41 U.S.C. chapter 67*).

__ (5) *52.222-51*, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (*41 U.S.C. chapter 67*).

__ (6) *52.222-53*, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (*41 U.S.C. chapter 67*).

__ (7) *52.222-55*, Minimum Wages Under Executive Order 13658 (NOV 2020).

__ (8) *52.222-62*, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

__ (9) *52.226-6*, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (*42 U.S.C. 1792*).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR *2.101*, on the date of award of this contract, and does not contain the clause at *52.215-2*, Audit and Records-Negotiation.

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

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

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

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

(i) *52.203-13*, Contractor Code of Business Ethics and Conduct (JUN 2020) (*41 U.S.C. 3509*).

(ii) *52.203-19*, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) *52.204-23*, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) *52.204-25*, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) *52.219-8*, Utilization of Small Business Concerns (OCT 2018) (*15 U.S.C. 637(d)(2)* and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR *19.702*(a) on the date of subcontract award, the subcontractor must include *52.219-8* in lower tier subcontracts that offer subcontracting opportunities.

(vi) *52.222-21*, Prohibition of Segregated Facilities (APR 2015).

(vii) *52.222-26*, Equal Opportunity (SEP 2015) (E.O.11246).

(viii) *52.222-35*, Equal Opportunity for Veterans (JUN 2020) (*38 U.S.C. 4212*).

(ix) *52.222-36*, Equal Opportunity for Workers with Disabilities (JUN 2020) (*29 U.S.C. 793*).

(x) *52.222-37*, Employment Reports on Veterans (JUN 2020) (*38 U.S.C. 4212*).

(xi) *52.222-40*, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause *52.222-40*.

(xii) *52.222-41*, Service Contract Labor Standards (AUG 2018) (*41 U.S.C. chapter 67*).

(xiii)
(A) *52.222-50*, Combating Trafficking in Persons (OCT 2020) (*22 U.S.C. chapter 78* and E.O 13627).

(B) Alternate I (MAR 2015) of *52.222-50* (*22 U.S.C. chapter 78 and E.O. 13627*).

(xiv) *52.222-51*, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (*41 U.S.C. chapter 67*).

(xv) *52.222-53*, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (*41 U.S.C. chapter 67*).

(xvi) *52.222-54*, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) *52.222-55*, Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) *52.222-62*, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)
(A) *52.224-3*, Privacy Training (Jan 2017) (*5 U.S.C. 552a*).

(B) Alternate I (JAN 2017) of *52.224-3*.

(xx) *52.225-26*, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; *10 U.S.C. 2302 Note)*.

(xxi) *52.226-6*, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (*42 U.S.C. 1792*). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) *52.247-64*, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (*46 U.S.C. 55305* and *10 U.S.C. 2631*). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

Add the following clause in full text:

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

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

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means–

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall–

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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 Regulations (FAR) clauses are incorporated by reference:

CLAUSE	TITLE AND DATE
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

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

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

(End of clause)

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 BWP_____, 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 more than BWP_____

(2) Any order for a combination of items in excess of more than BWP_____; or

(3) A series of orders from the same ordering office within than 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within than five working 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.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months or 5 years.

(End of clause)

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

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

(End of clause)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);

2) Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.216-70 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 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

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

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

(b) Invoice Submission. The Contractor shall submit invoices in an original via FMC email or one mailed or delivered hard copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

Physical Address:

USA Embassy Gaborone
Government Enclave, Embassy Drive
Att. Financial Management Center (FMC)

Postal Address:

USA Embassy Gaborone
Att. Financial Management Center (FMC)
P O Box 90
Gaborone

Email: GAB-InvoiceMail@state.gov

Use the address of the FMC above who will log in receipt of the invoices and forward to the COR for approval.

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

_____

_____

_____

(End of clause)

652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

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

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

Plus any other day designated by Federal law, Executive Order, or Presidential Proclamation and all locally official observed holidays.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

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

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

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

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

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

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

(End of clause)

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

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

(a) The COR for this contract is HRO.

(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)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

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

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

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

(End of clause)

SECTION 3 - SOLICITATION PROVISIONS

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

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUL 2021), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

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

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 17,24, and 30 as appropriate), and Section 1 has been filled out for price proposal document
A. 1 B. **Technical proposal – per the below requirement meeting the required service of Local Employed Staff – Workman Compensation Cover.**

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The 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]*

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

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

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

3) Plus items that may be required, such as a company brochure, technical proposal, client listed for a similar project if any, Company resources that qualifies them for this project and financial arm that the company has the finances to run this contract, a finance statement that confirms the financial abilities, etc.

1. List of clients over the past 5 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Botswana then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
   - Past performance information
   - Quality of services provided under the contract;
   - Compliance with contract terms and conditions;
   - Effectiveness of management;
   - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
   - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

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

3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
4. The offeror's strategic plan for Workman Compensation Cover services to include but not limited to:
   (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
   (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
   (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
   (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

-company brochure detailing services related to this requirement
-Past performance and list of the clients previously or currently received or receiving this type of service.
-a copy of the Certificate of Insurance, or
-a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

Your quotation must be emailed using the above email on or before September 16, 2021 by 10:00 AM marked as follows: No proposal will be accepted after this time.

Att. GSO-Procurement
LE-Staff Workman Compensation - Proposal
USA Embassy Gaborone
Government Enclave, Embassy Drive
Gaborone, Botswana

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

4. Price proposal as separate document from Technical with SF-1449 Solicitation Cover Sheet completed blocks *17, 24, & 30*

5. Technical Proposal separate from the Price proposal
6. Technical proposal should meet the requirement as required in Section 3

Direct any questions regarding this solicitation to the USA Embassy Contracting Office via Email gaboroneprocurementgso@state.gov or by telephone 373-2356 – mobile +267-71613929 during regular business hours.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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 solicitation provisions are incorporated by reference:

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

The following DOSAR provision(s) is/are provided in full text:
652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

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

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, ___[insert name]___, at ___[insert telephone and fax numbers]___. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

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

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

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

- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**

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

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

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

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it ''does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument'' in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications–Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it ''does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services'' in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as

a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1)It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representations.* (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 Offeror Representations and Certifications-Commercial Items. (FEB 2021)

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

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended."Sensitive technology"—

Sensitive technology—

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veteransor, 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—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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 (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.

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 least51 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.

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

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

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

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

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

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

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

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

(4) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

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

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

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

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB

concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating

in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order11246-

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

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

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

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

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

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

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

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

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

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

[*List as necessary*]

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

(g)

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

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

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

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[*List as necessary*]

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

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

Canadian or Israeli End Products:

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

Line Item No.	Country of Origin
_____	_____

[*List as necessary*]

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

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

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

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

[*List as necessary*]

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

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

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

Other End Products:

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

[*List as necessary*]

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

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

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

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

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

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(ii) *Examples*.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) □ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that–

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

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

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

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

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(*Do not use a "doing business as" name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that–

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that–

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:____.

(*Do not use a "doing business as" name*).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that–

(i) It□ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

Add the following provision:

52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at ***www.irs.gov/w14***. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It [__]is [__]is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [____] a full exemption, or [____] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to *https://www.irs.gov/help/tax-law-questions***.

(End of provision)

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

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

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

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

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

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

(2) Discriminating in the award of subcontracts on the basis of religion.

ATTACHMENT A

Current data of positions - spreadsheet

	AGENCY: USAID					
	OCCUPATION			-	**ANNUAL**	-
				-	**SALARY**	-
1	Budget & Financial Analyst				489060	
2	Monitoring & Evaluation HIV/AIDS Specialist				599722	
3	Project Development Specialist				612619	
4	Project Development Care & Support Specialist				599722	
5	OVC Program Specialist				781165	
6	Supply Chain Specialist				560322	
7	Project Management Specialist				454674	
8	Monitoring & Evaluation Program Specialist				501222	
9	Program Management Specialist				481522	
10	Project Development Management Specialist				437481	
11	Secretary				400567	
12	Secretary				245044	
13	Chauffeur				152047	
14	Monitoring & Evaluation Program Specialist				481522	
				TOTAL	**6,796,689**	
	AGENCY: MSG					
	OCCUPATION	-	**ANNUAL**	-		-
	-	-	**SALARY**	-		
	-	-	-	-		
1	Chauffeur		115784			
2	Chauffeur		130996			
3	Chauffeur		134799			
4	Chauffeur		134799			
		Total	**516,378.00**			

	AGENCY : CDC		
	OCCUPATION	**ANNUAL**	
		SALARY	
	CDC OPERATIONS	-	
1	Secretary	294976	
2	Office Manager	455520	
3	Receptionist	119587	

4	Purchasing Agent	245044	
5	Financial Specialist	523446	
6	Financial Assistant	355363	
7	Finance Clerk	176721	
8	Administrative Assistant	294976	
9	Systems Manager	619422	
10	Computer Technician	294976	
11	Computer Technician	294976	
12	Admin Management Specialist	540622	
13	Engineer	437481	
	CDC DGHA		
14	Secretary	239150	
15	HIV Services Branch Chief	820919	
16	Counseling & Testing Specialist	698222	
17	Public Health Specialist (Laboratory Team Lead)	853399	
18	Laboratory Technical Advisor	698222	
19	Laboratory Technical Advisor	639122	
20	Public Health Specialist (Strategic Info Team Lead)	854502	
21	Monitoring & Evaluation Program Officer	599722	
22	Monitoring & Evaluation Program Officer	580022	
23	Public Health Admin Mgmt Specialist	540639	
24	Public Health Admin Mgmt Specialist	506253	
25	Public Health Specialist (Quality Improvement)	557832	
26	Health Management Information Specialist	580022	
27	PMTCT Program Officer	658822	
28	HIV Care & Treatment Progam Officer	540622	
29	Public Health Specialist	540622	
30	Monitoring & Evaluation Program Specialist	540622	
31	Monitoring & Evaluation Program Specialist	698222	
33	Laboratory Technical Advisor	639122	
34	TB/HIV Program Specialist	501,222	
	-	**16,940,390**	

	AGENCY: STATE				
	NAME	-	-	-	**ANNUAL**
		-	-	-	**SALARY**
	ICASS	-	-	-	-
	COMMUNITY LIAISON OFFICE	-	-	-	-
1	Community Liaison Assistant				198,662
			-		-

	MANAGEMENT OFFICE		-		-
2	Management Assistant				203,434
	-	-	-		-
	FACIITIES MAINTENANCE	-	-	-	-
3	Supervisory Janitress				95442
4	Janitress				88250
5	Janitress				88250
6	Janitress				75800
7	Janitress				60860
8	Trades Helper				83674
9	Trades Helper				89558
10	Trades Helper				71906
11	Gardener Supervisor				134799
12	Gardener				134799
13	Gardener				71906
14	Painter				137986
15	Swimming Pool Technician				134799
16	Carpenter Supervisor				181852
17	Carpenter				161328
18	Carpenter				125411
19	Truck Driver				128612
20	Truck Driver				142673
21	Plumber Foreman				270010
22	Plumber				152047
23	Plumber				142673
24	Facilities Maintenance Clerk				166108
25	Electrician Foreman				294976
26	Electrician				198662
27	Electrician				178418
28	Electrician				171670
29	HVAC Foreman				278332
30	Air-Conditioning Technician				198662
31	Air-Conditioning Technician				198662
32	Air-Conditioning Technician				171670
33	Engineer				609411
	GENERAL SERVICES OFFICE (MOTORPOOL)	-			
34	Motorpool Supervisor				276,256
35	Motorpool Dispatcher				140804
36	Chauffeur				111981

37	Chauffeur				134799
38	Chauffeur				134799
39	Chauffeur				134799
40	Chauffeur				145935
41	Chauffeur				108178
42	Chauffeur				108178
43	Chauffeur				134799
44	Chauffeur				134799
45	Chauffeur				134799
46	Chauffeur				123390
47	Chauffeur				134799
	GENERAL SERVICES OFFICE				
48	Logistics Manager				523446
49	Shipping Assistant				294976
50	Real Estate Supervisor				368604
51	Travel Assistant				389266
52	Customs Expeditor				178418
53	Senior Procurement Agent				513464
54	Procurement Agent (Contracts)				426548
55	Procurement Agent				270010
56	Procurement Agent				203434
57	Property Management Supervisor				377965
58	Non Expendable Supply Supervisor				245044
59	Supply Clerk (Non-Expendable)				225654
60	Supply Clerk (Expendables)				212158
61	Receiving Clerk				166108
62	NEPA Clerk				130542
63	Warehouseman				130996
64	Warehouseman				80732
65	Warehouseman				104268
66	Warehouseman				104268
67	Warehouseman				86616
68	Warehouseman				83674
69	Warehouseman				83674
	INFORMATION PROCESSING CENTER				
70	Systems Manager				619422
71	LAN Computer Management Assistant				513464
72	LAN Computer Management Assistant				389266
73	LAN Computer Management Assistant				377965

74	Computer Clerk/IT Help Desk				164922
75	Network Infrastructure Technician				344062
76	Mailroom Clerk				181852
77	Telephone Operator				166108
78	Mailroom Clerk				181852
	FINANCIAL MANAGEMENT CENTER				
79	Financial Specialist				698222
80	Supervisory Budget Analyst				523446
81	Budget Analyst				344062
82	Accounting Technician				321460
83	Supervisory Voucher Examiner				321460
84	Voucher Examiner				336138
85	Voucher Examiner				236722
86	Voucher Examiner				245044
87	Voucher Examiner				211756
88	Cashier				355363
	HEALTH UNIT				
89	Registered Professional Nurse				441034
90	Registered Professional Nurse				412062
91	Physician				414661
	HUMAN RESOURCES				
92	Human Resources Specialist				585985
93	Human Resources Assistant				400567
94	Human Resources Assistant				400567
95	Human Resources Assistant				228400
	PUBLIC AFFAIRS				
96	Cultural Affairs Specialist				609411
97	Information Specialist				592218
98	Educational Advisor				366664
99	Office Manager				294976
100	Administrative Assistant				270010
	PROG (REHO)				
101	Environment & Health Affairs Specialist				592218
	PROG (POLITICAL/ECONOMICS)				
102	Economic/Commercial Specialist				540639

103	Political Assistant				470006
104	Political/Econ Secretary				164922
	CONSULAR				
105	Consular Assistant				310159
	PROG (EXECUTIVE OFFICE)				
106	Protocol Assistant				366664
107	Chauffeur				188086
108	Chauffeur				176836
109	Chauffeur				137986
	RSO				
110	Local Guard Force Coordinator				540639
111	Security Investigator				513464
112	Security Investigator				513464
113	Residential Security Technician				286654
114	Security Coordinator				220078
				Total	**29,170,438**

	AGENCY: USAGM		
	OCCUPATION	**ANNUAL**	
		SALARY	
1	Warehouse Clerk	161421	
2	Chauffeur	155235	
3	Property Clerk	236722	
4	Voucher Examiner/Cashier	270010	
5	Radio Technician	270010	
6	Radio Technician	286654	
7	Radio Technician	286654	
8	Radio Technician	321460	
9	Radio Technician	228400	
10	Administrative Assistant	294976	
11	ADV/OP Technician	389266	
12	ADV/OP Technician	441034	
13	Purchasing Agent	340508	
14	Supervisory Radio Technician	484492	
15	Administrative Management Assistant	498978	
16	Facilities Maintenance Supervisor	523446	
17	Supervisory Radio Technician	513464	
18	Supervisory Radio Technician	513464	

19	Supervisory Radio Maintenance Officer	609411	
		6,825,605	

	AGENCY: ILEA				
	OCCUPATION		**ANNUAL**		
			SALARY		
1	Chauffeur		134799		
2	Chauffeur		134799		
3	Receptionist		114551		
4	Financial Assistant		211756		
5	Secretary		253366		
6	Admin Assistant		294976		
7	Computer Management Assistant		344062		
8	WebMaster		355363		
9	Training Coordinator		513464		
10	Training Assistant		228400		
11	Financial Management Assistant		400567		
12	Systems Manager		609411		
		Total	**3,595,514**		

	AGENCY: PEACE CORPS					
	OCCUPATION			**ANNUAL**		
				SALARY		
1	Cashier			294976		
			Total	**294,976**		

AGENCY: OSC IMET					
OCCUPATION		**ANNUAL**			
		SALARY			
Senior Admin Management Specialist (IMET)		489060			
	TOTAL	**489,060**			

	AGENCY: OSC				
	OCCUPATION	**ANNUAL**			
		SALARY			

1	HIV/AIDS Coordinator	513464			
		513,464			

AGENCY: STATE PEPFAR				
-				
-	**ANNUAL**	-	-	-
	SALARY	-		
Senior Communications Specialist	540622			
Administrative Assistant	164922			
Program Specialist	609411			
	1,314,955			

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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 solicitation provisions are incorporated by reference:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)