|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **REQUEST FOR QUOTATIONS** | | | | | THIS RFQ [ ] IS [**x**] IS NOT A SMALL BUSINESS-  SMALL PURCHASE SET-ASIDE (52.219-4) | | | | | | | | | | | | | | | | | PAGE  1 | | OF  |  | | | PAGES  **57** | |
| 1. REQUEST NO.  **19MX53-21-Q-0054** | | | 2. DATE ISSUED  **09/01/2021** | | | | | | 3. REQUISITION/PURCHASE REQUEST NO. | | | | | | | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | | | | | RATING | | | | | |
| 5A. ISSUED BY  U.S. Embassy Mexico City  General Services Office/Procurement  Paseo de la Reforma No. 305  Colonia Cuauhtemoc  06500 Ciudad de Mexico | | | | | | | | | | | | | | | | 6. DELIVER BY *(Date)*  October, 2021 | | | | | | | | | | | | |
| 5B. FOR INFORMATION CALL: | | | | | | | | | | | | | | | | 7. DELIVERY  **X** FOB DESTINATION  OTHER *(See Schedule)* | | | | | | | | | | | | |
| NAME  **Shelton Bowers** | | | | | | | | | | TELEPHONE NUMBER | | | | | |
| AREA CODE  **52 (55)** | | | NUMBER  **5080-2588** | | |
| 8. TO: | | | | | | | | | | | | | | | | 9. DESTINATION | | | | | | | | | | | | |
| a. NAME | | | | | | | b. COMPANY | | | | | | | | a. NAME OF CONSIGNEE **U.S. Embassy Mexico City/GSO/Procurement** | | | | | | | | | | | | | |
| c. STREET ADDRESS | | | | | | | | | | | | | | | | b. STREET ADDRESS **Paseo de la Reforma No. 305**  **Colonia Cuauhtémoc** | | | | | | | | | | | | |
| d. CITY | | | | | | | | e. STATE | | | | | f. ZIP CODE | | | c. CITY **Mexico City** | | | | | | | | | | | | |
| d. STATE  **CDMX** | | e. ZIP CODE  **06500** | | | | | | | | | | |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS *(Date)*  **September 22, 2021** | | | | **IMPORTANT:** This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter | | | | | | | | | | | | | | | | | | | | | | | | |
| 11. SCHEDULE *(Include applicable Federal, State and local taxes)* | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITEM NO.  (a) | SUPPLIES/SERVICES  (b) | | | | | | | | | | QUANTITY  (c) | | | UNIT  (d) | | | UNIT PRICE  (e) | | | | | | AMOUNT  (f) | | | |
| **1**  **2**  **3**  **4** | Five times a week waste collection in Chancery (Monday to Friday); located in Av. Paseo de la Reforma #305, Col. Cuauhtémoc.  Three times a week waste collection in the Warehouse (Monday, Wednesday and Friday); located in Liverpool #31, Col. Juárez.  Three times a week waste collection in the Warehouse (Monday, Wednesday and Friday); located in Bahía de la Ascensión #89, Col. Verónica Anzures.  Removal and proper disposal of industrial, construction and demolition debris. | | | | | | | | | | 12  12  12  15 | | | Month  Month  Month  Service | | |  | | | | | |  | | | |
| 12 DISCOUNT FOR PROMPT PAYMENT | | | | | a. 10 CALENDAR DAYS  % | | | | | | b. 20 CALENDAR DAYS  % | | | c. 30 CALENDAR DAYS  % | | | | | | d. CALENDAR DAYS | | | | | | |
| NUMBER | | | | | % | |
| NOTE: Additional provisions and representations [ ] are [ ] are not attached. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 NAME AND ADDRESS OF QUOTER | | | | | | | | | | | | 14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | | | | | | | 15 DATE OF QUOTATION | | | | | | | |
| a. NAME OF QUOTER | | | | | | | | | | | |
| b. STREET ADDRESS | | | | | | | | | | | | 16. SIGNER | | | | | | | | | | | | | | |
| c. COUNTY | | | | | | | | | | | | a. NAME (Type or print) | | | | | | | | | b. TELEPHONE | | | | | |
| d. CITY | | e. STATE | | | | f. ZIP CODE | | | | | | c. TITLE (Type or print) | | | | | | | | | AREA CODE | | | | | |
| NUMBER | | | | | |

STANDARD FORM 18

# SECTION 1

# DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The United States Government (U.S.G) requires the professional services of a company for the collection and management of waste in the Chancery, Warehouse Facilities and US Trade Center -Benjamin Franklin Library (BFL).

1. Scope of Services
2. The awarded contractor will perform a proper collection and disposal of the waste produced by all the offices in the Chancery, Warehouse Facilities and US Trade Center -BFL and must demonstrate comprehensive understanding and efficiency in all types of waste including organic and inorganic waste recyclables, package trash, construction and demolition debris, etc. and must have all the official authorizations for this type of service from Mexico City and Federal Mexican authorities in accordance with the specifications and terms and conditions set forth herein.
3. This is a firm-fixed price type of purchase order.
4. The prices listed below shall include all labor, materials, overhead, profit and transportation necessary to deliver the required items on the date and to the location sated in paragraph IV, Delivery Instructions.
5. All prices are in USD or MXP Mexican Pesos.
6. Scope of Work – Waste Collection and Disposal
7. Service I: Five times a week waste collection in Chancery (Monday to Friday); located in Av. Paseo de la Reforma #305, Col. Cuauhtémoc. This service must be schedule from 02:00 pm to 03:00 pm. The service hast to performed in the back part of the Chancery, Rio Lerma #118, Col. Cuauhtémoc. This price includes the weekly wash and cleaning of the garbage room and containers (1.20 meters X 0.55 meters X 0,80 meters) using a washing pressure machine. It includes the sanitizing of the room using a spray pump with a dilution of 10 ml. of 5% of sodiumhypochlorite in 1000 ml. of water.
8. Service II: Three times a week waste collection in the Warehouse (Monday, Wednesday and Friday); located in Liverpool #31, Col. Juárez. This service must be scheduled from 09:30 to 10:30 AM. The service has to be performed in the back part of the US Trade Center/BFL (parking lot), Londres #18, Col. Juárez.
9. Service III: Three times a week waste collection in the Warehouse (Monday, Wednesday and Friday); located in Bahía de la Ascensión #89, Col. Verónica Anzures. This service must be scheduled from 11:00 to 12:00 AM. The service has to be performed in the front of the Warehouse, Bahía de la Ascensión #89, Col. Verónica Anzures.
10. Service IV: For the Chancery removal and proper disposal of industrial, construction and demolition debris. Fifteen (15) services. For each service it must be a container of at least 15m3. This service will be scheduled as per call.

**All work is to be performed as per the attached quantity survey, drawings and specifications. *(Include before and after drawings that show exactly where items are now and where they have to be once the work is completed)***

1. Materials/Specifications

Contractor must indicate in their quote proposal that all materials/specifications are those required in SOW. The contractor shall include a complete description and specifications of the materials suggested in their quote proposal.

The COR must approve all deviations in writing and the materials must be Underwritten Laboratories (UL) or Facility Management (FM) approved.

1. Site Visit

During the scheduled site visit, all interested bidders are to inspect the site and observe the existing conditions in order to prepare an accurate bid. The contractor must have received the SOW and its attachments before the site visit. There will be no changes to the SOW based on the site visit.

1. Work Requirements
   * 1. Technical Requirements/Specific Requirements:

a) The contractor must perform daily cleaning of the area where the truck parks in the street and the garbage room must be left clean. All sweepings, solid or liquid wastes, refuse, and garbage shall be removed in such a manner as to avoid creating menace to health and as often as necessary or appropriate to maintain the place of employment in a sanitary condition. The contractor shall provide all labor, equipment and materials to complete the project and shall ensure that it has adequate resources to successfully manage and deliver this project on-time and within the quoted amount. The contractor will use all the necessary precautions in order to maintain the safety in the workplace.

b) In addition to the daily cleaning, contractor must remove any debris/garbage on a weekly basis off the property compound.

c) The contractor must follow and meet U.S. and local construction codes and procedures as well as OSHA Safety Standards & OSHA Regulations which are available at [www.osha.gov](http://www.osha.gov)

d) The waste collection must be using trucks according with the Mexico City and Federal Mexican policy, laws and requirements. Trucks must have enough size for the waste quantity to collect in a way to avoid the waste be exposed when is transported and also must have a proper system for garbage handling.

e) Ensure no wastes are abandoned in place or in other non-authorized spaces.

f) Ensure that when transporting the waste inside and outside of the Chancery, Warehouse and US Trade Center -BFL it is not leaking or falling from the transport vehicle.

g) Ensure that when filling the transport vehicles, garbage is handling in a way to avoid leaking or falling all over the place.

h) Ensure that the waste handling is according to Mexico City and Federal Environmental laws in Mexico.

1. Handle the waste in a separate way according to its nature (organic or not).
2. The contractor must meet the applicable technical criteria codes for the most recent codes including: N/A
3. International Building Code,
4. International Fire Code (IFC),
5. International Mechanical Code (IMC),
6. National Electrical Code (NEC) and
7. All other applicable Local Codes. Codes books are available online, in bookstores and or in libraries.
   * 1. Commencement, Completion of Work and Working Hours:
        1. Each property compound shall be completed by the contractor within 5 consecutive workdays from the Notice to Proceed issued by Contracting Officer. The entire contract shall be completed within 5 workdays and the entire period of performance shall not exceed 1 year.
        2. All work shall be performed during normal working hours from 08:30 to 17:30 hours, Monday through Friday. The need to work on a Saturday, Sunday, or holiday may arise. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours advance notice to the COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.
        3. Holidays. Contractor must be aware of the following American and Mexican holidays to avoid doing the waste collection:
     2. Contractors Personnel

All personnel assigned by the contractor for the performance of the respective services shall be supervised by the contractor. There shall be no employer ­ employee relationship between the USG and the contractor's personnel. Subcontractors may only be employed with the express written consent of the COR.

* + 1. USG Furnished materials/equipment:

There are no U.S. government provided materials for this project. (In case USG furnished materials/equipment provided to the Contractor, please list them below)

1. Supporting Information
   * 1. Security
        1. A U.S. Government employee is to be with the contractor's workers at all times while they are on site. No worker/equipment/material/vehicle will be allowed to enter the compound or any building without written approval from the embassy RSO (Regional Security Office).
        2. If requested by the contractor, the U.S. embassy will provide a space to the contractor to store their tools needed for the service. (Please update as required).
        3. No dedicated telephone service/extension is to be provided to the contractor by the U.S. embassy. The contractor can only use the property telephone service if it is to report a critical emergency and always with previous approval of the COR.
2. Inspection and Acceptance.
   * 1. 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 Para | Performance Threshold |
| Services.  Performs all furnish and delivery services set forth in the scope of work. | Paragraph I thru VIII | All required services are performed, and no more than one customer complaint is received per month. |

*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 (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (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.*]

The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

The contractor shall institute an appropriate inspection system including:

a. Develop and maintain checklists of duties to be carried out.

b. Ensure these duties are closely monitored by the foremen staff and skilled workers.

c. Perform inspections at all work locations to determine whether the various services are being performed according to the contract requirements.

* + 1. Inspection Reports:

a. On a weekly basis, the Contractor must submit project progress reports to the COR, detailing all activities accomplished that week, inspections conducted and their results, and detailing all activities anticipated for the upcoming week

b. The contractor shall promptly correct and improve the reported shortcomings and/or understand conditions noted in the progress reports at no additional expense to the Government.

* + 1. Below are the standard requirements:

Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "Gantt bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregated portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

* + - * 1. A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror.
        2. The name and address of the Offeror's field superintendent for this project.
        3. A list of the names, addresses, and telephone numbers of subcontractors and principal material suppliers to be used on the project, indicating what portions of the work will be performed by them

(c) Experience and Past Performance - List all contracts and/or subcontracts your company has held over the year for the same or similar work. Provide the following information for each contract and/or subcontract:

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

(2) Contract number and type;

(3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;

(4) Brief description of the work, including responsibilities;

(5) Any litigation currently in process or occurring within last five (5) years.

(6) Attachment – Safety Plan and POSHO

(7\*) FAC only require the section (a), (b) (1), (b) (2).

Special Contract Requirements

Confidentiality. The Contractor shall maintain in confidence and shall not disclose to any third party any information, data or images received pursuant to the contract without the prior written consent of the U.S. Government. The Contractor shall take all reasonable steps to protect the information, data or images of the Government of the United States with the same degree of care the Contractor uses to protect its own confidential or proprietary information, data or images. Notwithstanding any termination or expiration of the contract, the obligations of confidentiality set forth shall survive and continue to be binding upon the Recipient, its agents, its successors, and assigns in perpetuity.

Local Business Requirements. The Contractor shall take all such steps as are necessary, and obtain and pay for all permits, taxes and fees as may be required by the Mexican government to establish and/or operate a commercial venture locally. A contract with the USG conveys no special privileges or immunities to the Contractor. The Contractor is an independent commercial concern and not a part of the U.S. mission. The Contractor’s employees are not USG employees. Registration of this contract with the Mexican government, if required by law, shall be the sole responsibility of the Contractor, and any fees, taxes, or other duties shall be payable by the Contractor without recourse to the Government of the amounts thereof.

Licenses and Local Laws. The Contractor shall possess all permits, licenses, and any other appointments required for the prosecution of work under this contract, all at no additional cost to the USG. The Contractor shall perform this contract in accordance with local laws.

1. Pricing

The rates stated in this Purchase Order shall include all direct and indirect costs, insurance, overhead, general, and administrative expense, and profit, to include any materials and equipment required for these services. The Government will not pay any additional expenses.

* 1. **Value Added Tax (VAT or IVA)**

Value Added Tax (VAT or IVA) is not included in the Purchase Order Line Item Number (CLIN) rates. Instead, it will be priced as a separate line item in the contract and on invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period.

The fixed unit prices, estimated quantities are the following:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Line Item** | **Description of Service** | **Unit** | **Unit Price** | **Quantity** | **Total Price** |
| 01 | Five times a week waste collection in Chancery (Monday to Friday); located in Av. Paseo de la Reforma #305, Col. Cuauhtémoc. | Month | $ | 12 |  |
| 02 | Three times a week waste collection in the Warehouse (Monday, Wednesday and Friday); located in Liverpool #31, Col. Juárez. | Month | $ | 12 |  |
| 03 | Three times a week waste collection in the Warehouse (Monday, Wednesday and Friday); located in Bahía de la Ascensión #89, Col. Verónica Anzures. | Month | $ | 12 |  |
| 04 | Removal and proper disposal of industrial, construction and demolition debris. | Service | $ | 15 |  |

|  |  |
| --- | --- |
| Sub-Total | $ |
| 16% I.V.A (VAT) | $ |
| Grand total cost | $ |

1. Description of the Item/Services

Item 01: Five times a week waste collection in Chancery (Monday to Friday); located in Av. Paseo de la Reforma #305, Colonia Cuauhtémoc. This service must be schedule from 02:00 pm to 03:00 pm. The service hast to performed in the back part of the Chancery, Rio Lerma #118, Colonia Cuauhtémoc. This price includes the weekly wash and cleaning of the garbage room and containers (1.20 meters X 0.55 meters X 0,80 meters) using a washing pressure machine. It includes the sanitizing of the room using a spray pump with a dilution of 10 ml. of 5% of sodiumhypochlorite in 1000 ml. of water.

Item 02: Three times a week waste collection in the Warehouse (Monday, Wednesday and Friday); located in Liverpool #31, Colonia Juárez. This service must be scheduled from 09:30 to 10:30 AM. The service has to be performed in the back part of the US Trade Center/BFL (parking lot), Londres #18, Colonia Juarez.

Item 03: Three times a week waste collection in the Warehouse (Monday, Wednesday and Friday); located in Bahía de la Ascensión #89, Colonia Verónica Anzures. This service must be scheduled from 11:00 to 12:00 AM. The service has to be performed in the front of the Warehouse, Bahía de la Ascensión #89, Colonia Verónica Anzures.

Item 04: For the Chancery removal and proper disposal of industrial, construction and demolition debris. Fifteen (15) services. For each service it must be a container of at least 15m3. This service will be scheduled as per call.

1. Delivery Instructions

Any Contractor personnel involved with the delivery of the services shall comply with standard U.S. Embassy regulations for receiving services.

1. Delivery Address:

U.S. Embassy Mexico City

Av. Paseo de la Reforma #305

Colonia Cuauhtémoc

Delegación Cuauhtémoc

Ciudad de México

C.P. 06500

1. Delivery Time

The Contractor shall deliver all services no later than October 1st, 2021.

**SECTION 2**

**PURCHASE ORDER CLAUSES**

**COMMERCIAL ITEMS**

**FAR 52.252‑2 Clauses Incorporated By Reference (FEB 1998)**

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

# FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

|  |  |  |
| --- | --- | --- |
| **NUMBER** | **TITLE** | **DATE** |
| 52.204-7 | System for Award Management | OCT 2018 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system) | JAN 2011 |
| 52.204-13 | System FOR Award Management Maintenance | OCT 2018 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | AUG 2020 |
| 52.212-4 | Contract Terms and Conditions – Commercial Items  (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour) | OCT 2018 |
| 52.225-19 | Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only) | MAR 2008 |
| 52.227-19 | Commercial Computer Software License (if order is for software) | DEC 2007 |
| 52.228-3 | Workers’ Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance) | JUL 2014 |
| 52.228-4 | Workers’ Compensation and War-Hazard Insurance (if order is for services and contractor employees are not covered by Defense Base Act insurance) | APR 1984 |

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JAN 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](https://www.acquisition.gov/far/52.203-19#FAR_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](https://www.acquisition.gov/far/52.204-23#FAR_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](https://www.acquisition.gov/far/52.204-25#FAR_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](https://www.acquisition.gov/far/52.209-10#FAR_52_209_10), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

           (5) [52.233-3](https://www.acquisition.gov/far/52.233-3#FAR_52_233_3), Protest After Award (Aug 1996) ([31 U.S.C. 3553](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

           (6) [52.233-4](https://www.acquisition.gov/far/52.233-4#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3))).

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

     [*Contracting Officer check as appropriate*.]

            \_\_ (1) [52.203-6](https://www.acquisition.gov/far/52.203-6#FAR_52_203_6), Restrictions on Subcontractor Sales to the Government (June 2020), with *Alternate I* (Oct 1995) ([41 U.S.C. 4704](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [10 U.S.C. 2402](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (2) [52.203-13](https://www.acquisition.gov/far/52.203-13#FAR_52_203_13), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3))).

            \_\_ (3) [52.203-15](https://www.acquisition.gov/far/52.203-15#FAR_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](https://www.acquisition.gov/far/52.204-10#FAR_52_204_10), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section6101&num=0&edition=prelim)).

            \_\_ (5) [Reserved].

            \_\_ (6) [52.204-14](https://www.acquisition.gov/far/52.204-14#FAR_52_204_14), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

            \_\_ (7) [52.204-15](https://www.acquisition.gov/far/52.204-15#FAR_52_204_15), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

            \_\_ (8) [52.209-6](https://www.acquisition.gov/far/52.209-6#FAR_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](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section6101&num=0&edition=prelim)).

            \_\_ (9) [52.209-9](https://www.acquisition.gov/far/52.209-9#FAR_52_209_9), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-section2313&num=0&edition=prelim)).

            \_\_ (10) [Reserved].

          \_\_ (11)

(i) [52.219-3](https://www.acquisition.gov/far/52.219-3#FAR_52_219_3), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C. 657a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section637a&num=0&edition=prelim)).

                  \_\_ (ii) Alternate I (Mar 2020) of [52.219-3](https://www.acquisition.gov/far/52.219-3#FAR_52_219_3).

          \_\_ (12)

(i) [52.219-4](https://www.acquisition.gov/far/52.219-4#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Mar 2020) of [52.219-4](https://www.acquisition.gov/far/52.219-4#FAR_52_219_4).

            \_\_ (13) [Reserved]

          \_\_ (14)

(i) [52.219-6](https://www.acquisition.gov/far/52.219-6#FAR_52_219_6), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Mar 2020) of [52.219-6](https://www.acquisition.gov/far/52.219-6#FAR_52_219_6).

          \_\_ (15)

(i) [52.219-7](https://www.acquisition.gov/far/52.219-7#FAR_52_219_7), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Mar 2020) of [52.219-7](https://www.acquisition.gov/far/52.219-7#FAR_52_219_7).

            \_\_ (16) [52.219-8](https://www.acquisition.gov/far/52.219-8#FAR_52_219_8), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637(d)(2)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and (3)).

          \_\_ (17)

(i) [52.219-9](https://www.acquisition.gov/far/52.219-9#FAR_52_219_9), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637(d)(4)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Nov 2016) of [52.219-9](https://www.acquisition.gov/far/52.219-9#FAR_52_219_9).

                  \_\_ (iii) Alternate II (Nov 2016) of [52.219-9](https://www.acquisition.gov/far/52.219-9#FAR_52_219_9).

                  \_\_ (iv) Alternate III (Jun 2020) of [52.219-9](https://www.acquisition.gov/far/52.219-9#FAR_52_219_9).

                  \_\_ (v) Alternate IV (Jun 2020) of [52.219-9](https://www.acquisition.gov/far/52.219-9#FAR_52_219_9)

          \_\_ (18)

(i) [52.219-13](https://www.acquisition.gov/far/52.219-13#FAR_52_219_13), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644(r)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Mar 2020) of [52.219-13](https://www.acquisition.gov/far/52.219-13#FAR_52_219_13).

            \_\_ (19) [52.219-14](https://www.acquisition.gov/far/52.219-14#FAR_52_219_14), Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637(a)(14)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (20) [52.219-16](https://www.acquisition.gov/far/52.219-16#FAR_52_219_16), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637(d)(4)(F)(i)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (21) [52.219-27](https://www.acquisition.gov/far/52.219-27#FAR_52_219_27), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

          \_\_ (22)

(i) [52.219-28](https://www.acquisition.gov/far/52.219-28#FAR_52_219_28), Post Award Small Business Program Rerepresentation (Nov 2020) ([15 U.S.C. 632(a)(2)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (MAR 2020) of [52.219-28](https://www.acquisition.gov/far/52.219-28#FAR_52_219_28).

            \_\_ (23) [52.219-29](https://www.acquisition.gov/far/52.219-29#FAR_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)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (24) [52.219-30](https://www.acquisition.gov/far/52.219-30#FAR_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)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (25) [52.219-32](https://www.acquisition.gov/far/52.219-32#FAR_52_219_32), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644](https://www.govinfo.gov/content/pkg/USCODE-2018-title15/html/USCODE-2018-title15-chap14A-sec644.htm)(r)).

            \_\_ (26) [52.219-33](https://www.acquisition.gov/far/52.219-33#FAR_52_219_33), Nonmanufacturer Rule (Mar 2020) ([15U.S.C. 637](https://www.govinfo.gov/content/pkg/USCODE-2018-title15/html/USCODE-2018-title15-chap14A-sec637.htm)(a)(17)).

            \_\_ (27) [52.222-3](https://www.acquisition.gov/far/52.222-3#FAR_52_222_3), Convict Labor (Jun 2003) (E.O.11755).

            \_\_ (28) [52.222-19](https://www.acquisition.gov/far/52.222-19#FAR_52_222_19), Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).

            \_\_ (29) [52.222-21](https://www.acquisition.gov/far/52.222-21#FAR_52_222_21), Prohibition of Segregated Facilities (Apr 2015).

          \_\_ (30)

(i) [52.222-26](https://www.acquisition.gov/far/52.222-26#FAR_52_222_26), Equal Opportunity (Sep 2016) (E.O.11246).

                  \_\_ (ii) Alternate I (Feb 1999) of [52.222-26](https://www.acquisition.gov/far/52.222-26#FAR_52_222_26).

          \_\_ (31)

(i) [52.222-35](https://www.acquisition.gov/far/52.222-35#FAR_52_222_35), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section4212&num=0&edition=prelim)).

                  \_\_ (ii) Alternate I (Jul 2014) of [52.222-35](https://www.acquisition.gov/far/52.222-35#FAR_52_222_35).

          \_\_ (32)

(i) [52.222-36](https://www.acquisition.gov/far/52.222-36#FAR_52_222_36), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title29-section793&num=0&edition=prelim)).

                  \_\_ (ii) Alternate I (Jul 2014) of [52.222-36](https://www.acquisition.gov/far/52.222-36#FAR_52_222_36).

            \_\_ (33) [52.222-37](https://www.acquisition.gov/far/52.222-37#FAR_52_222_37), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section4212&num=0&edition=prelim)).

            \_\_ (34) [52.222-40](https://www.acquisition.gov/far/52.222-40#FAR_52_222_40), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

          \_\_ (35)

(i) [52.222-50](https://www.acquisition.gov/far/52.222-50#FAR_52_222_50), Combating Trafficking in Persons (Oct 2020) ([22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O. 13627).

                  \_\_ (ii) Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/far/52.222-50#FAR_52_222_50) ([22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O. 13627).

            \_\_ (36) [52.222-54](https://www.acquisition.gov/far/52.222-54#FAR_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](https://www.acquisition.gov/far/22.1803#FAR_22_1803).)

          \_\_ (37)

(i) [52.223-9](https://www.acquisition.gov/far/52.223-9#FAR_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)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

                  \_\_ (ii) Alternate I (May 2008) of [52.223-9](https://www.acquisition.gov/far/52.223-9#FAR_52_223_9) ([42 U.S.C. 6962(i)(2)(C)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

            \_\_ (38) [52.223-11](https://www.acquisition.gov/far/52.223-11#FAR_52_223_11), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

            \_\_ (39) [52.223-12](https://www.acquisition.gov/far/52.223-12#FAR_52_223_12), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

          \_\_ (40)

(i) [52.223-13](https://www.acquisition.gov/far/52.223-13#FAR_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](https://www.acquisition.gov/far/52.223-13#FAR_52_223_13).

          \_\_ (41)

(i) [52.223-14](https://www.acquisition.gov/far/52.223-14#FAR_52_223_14), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

                  \_\_ (ii) Alternate I (Jun2014) of [52.223-14](https://www.acquisition.gov/far/52.223-14#FAR_52_223_14).

            \_\_ (42) [52.223-15](https://www.acquisition.gov/far/52.223-15#FAR_52_223_15), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

          \_\_ (43)

(i) [52.223-16](https://www.acquisition.gov/far/52.223-16#FAR_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](https://www.acquisition.gov/far/52.223-16#FAR_52_223_16).

            \_\_ (44) [52.223-18](https://www.acquisition.gov/far/52.223-18#FAR_52_223_18), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

            \_\_ (45) [52.223-20](https://www.acquisition.gov/far/52.223-20#FAR_52_223_20), Aerosols (Jun 2016) (E.O. 13693).

            \_\_ (46) [52.223-21](https://www.acquisition.gov/far/52.223-21#FAR_52_223_21), Foams (Jun2016) (E.O. 13693).

          \_\_ (47)

(i) [52.224-3](https://www.acquisition.gov/far/52.224-3#FAR_52_224_3) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

                  \_\_ (ii) Alternate I (Jan 2017) of [52.224-3](https://www.acquisition.gov/far/52.224-3#FAR_52_224_3).

            \_\_ (48) [52.225-1](https://www.acquisition.gov/far/52.225-1#FAR_52_225_1), Buy American-Supplies (Jan2021) ([41 U.S.C. chapter 83](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

          \_\_ (49)

(i) [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3), Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021)([41 U.S.C.chapter83](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [19 U.S.C. 3301](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)note, [19 U.S.C. 2112](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)note, [19 U.S.C. 3805](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) note, [19 U.S.C. 4001](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) 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](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3).

                  \_\_ (iii) Alternate II (Jan 2021) of [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3).

                  \_\_ (iv) Alternate III (Jan 2021) of [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3).

            \_\_ (50) [52.225-5](https://www.acquisition.gov/far/52.225-5#FAR_52_225_5), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title19-section2501&num=0&edition=prelim), *et seq*., [19 U.S.C. 3301](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title19-section3301&num=0&edition=prelim) note).

            \_\_ (51) [52.225-13](https://www.acquisition.gov/far/52.225-13#FAR_52_225_13), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

            \_\_ (52) [52.225-26](https://www.acquisition.gov/far/52.225-26#FAR_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)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3).

            \_\_ (53) [52.226-4](https://www.acquisition.gov/far/52.226-4#FAR_52_226_4), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (54) [52.226-5](https://www.acquisition.gov/far/52.226-5#FAR_52_226_5), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (55) [52.229-12](https://www.acquisition.gov/far/52.229-12#FAR_52_229_12), Tax on Certain Foreign Procurements (Feb 2021).

            \_\_ (56) [52.232-29](https://www.acquisition.gov/far/52.232-29#FAR_52_232_29), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [10 U.S.C. 2307(f)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (57) [52.232-30](https://www.acquisition.gov/far/52.232-30#FAR_52_232_30), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [10 U.S.C. 2307(f)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (58) [52.232-33](https://www.acquisition.gov/far/52.232-33#FAR_52_232_33), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section3332&num=0&edition=prelim)).

            \_\_ (59) [52.232-34](https://www.acquisition.gov/far/52.232-34#FAR_52_232_34), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (60) [52.232-36](https://www.acquisition.gov/far/52.232-36#FAR_52_232_36), Payment by Third Party (May 2014) ([31 U.S.C. 3332](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (61) [52.239-1](https://www.acquisition.gov/far/52.239-1#FAR_52_239_1), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title5-section552a&num=0&edition=prelim)).

            \_\_ (62) [52.242-5](https://www.acquisition.gov/far/52.242-5#FAR_52_242_5), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637(d)(13)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

          \_\_ (63)

(i) [52.247-64](https://www.acquisition.gov/far/52.247-64#FAR_52_247_64), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241(b)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [10 U.S.C. 2631](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Apr 2003) of [52.247-64](https://www.acquisition.gov/far/52.247-64#FAR_52_247_64).

                  \_\_ (iii) Alternate II (Feb 2006) of [52.247-64](https://www.acquisition.gov/far/52.247-64#FAR_52_247_64).

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

     [*Contracting Officer check as appropriate.*]

            \_\_ (1) [52.222-41](https://www.acquisition.gov/far/52.222-41#FAR_52_222_41), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (2) [52.222-42](https://www.acquisition.gov/far/52.222-42#FAR_52_222_42), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (3) [52.222-43](https://www.acquisition.gov/far/52.222-43#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (4) [52.222-44](https://www.acquisition.gov/far/52.222-44#FAR_52_222_44), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (5) [52.222-51](https://www.acquisition.gov/far/52.222-51#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (6) [52.222-53](https://www.acquisition.gov/far/52.222-53#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (7) [52.222-55](https://www.acquisition.gov/far/52.222-55#FAR_52_222_55), Minimum Wages Under Executive Order 13658 (Nov 2020).

            \_\_ (8) [52.222-62](https://www.acquisition.gov/far/52.222-62#FAR_52_222_62), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

            \_\_ (9) [52.226-6](https://www.acquisition.gov/far/52.226-6#FAR_52_226_6), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

      (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](https://www.acquisition.gov/far/2.101#FAR_2_101), on the date of award of this contract, and does not contain the clause at [52.215-2](https://www.acquisition.gov/far/52.215-2#FAR_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](https://www.acquisition.gov/far/subpart-4.7#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](https://www.acquisition.gov/far/52.203-13#FAR_52_203_13), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (ii) [52.203-19](https://www.acquisition.gov/far/52.203-19#FAR_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](https://www.acquisition.gov/far/52.204-23#FAR_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](https://www.acquisition.gov/far/52.204-25#FAR_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](https://www.acquisition.gov/far/52.219-8#FAR_52_219_8), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637(d)(2)](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section637&num=0&edition=prelim) 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](https://www.acquisition.gov/far/19.702#FAR_19_702)(a) on the date of subcontract award, the subcontractor must include [52.219-8](https://www.acquisition.gov/far/52.219-8#FAR_52_219_8) in lower tier subcontracts that offer subcontracting opportunities.

                (vi) [52.222-21](https://www.acquisition.gov/far/52.222-21#FAR_52_222_21), Prohibition of Segregated Facilities (Apr 2015).

                (vii) [52.222-26](https://www.acquisition.gov/far/52.222-26#FAR_52_222_26), Equal Opportunity (Sep 2015) (E.O.11246).

                (viii) [52.222-35](https://www.acquisition.gov/far/52.222-35#FAR_52_222_35), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (ix) [52.222-36](https://www.acquisition.gov/far/52.222-36#FAR_52_222_36), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (x) [52.222-37](https://www.acquisition.gov/far/52.222-37#FAR_52_222_37), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (xi) [52.222-40](https://www.acquisition.gov/far/52.222-40#FAR_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](https://www.acquisition.gov/far/52.222-40#FAR_52_222_40).

                (xii) [52.222-41](https://www.acquisition.gov/far/52.222-41#FAR_52_222_41), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-chapter67-front&num=0&edition=prelim)).

                (xiii)

(A) [52.222-50](https://www.acquisition.gov/far/52.222-50#FAR_52_222_50), Combating Trafficking in Persons (Oct 2020) ([22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O 13627).

                     (B) Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/far/52.222-50#FAR_52_222_50) ([22 U.S.C. chapter 78 and E.O. 13627](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (xiv) [52.222-51](https://www.acquisition.gov/far/52.222-51#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (xv) [52.222-53](https://www.acquisition.gov/far/52.222-53#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (xvi) [52.222-54](https://www.acquisition.gov/far/52.222-54#FAR_52_222_54), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

                (xvii) [52.222-55](https://www.acquisition.gov/far/52.222-55#FAR_52_222_55), Minimum Wages Under Executive Order 13658 (Nov 2020).

                (xviii) [52.222-62](https://www.acquisition.gov/far/52.222-62#FAR_52_222_62), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

                (xix)

(A) [52.224-3](https://www.acquisition.gov/far/52.224-3#FAR_52_224_3), Privacy Training (Jan 2017) ([5 U.S.C. 552a](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

**(B) Alternate I (Jan 2017) of**[**52.224-3**](https://www.acquisition.gov/far/52.224-3#FAR_52_224_3)**.**

**(xx)**[**52.225-26**](https://www.acquisition.gov/far/52.225-26#FAR_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)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3).

                (xxi) [52.226-6](https://www.acquisition.gov/far/52.226-6#FAR_52_226_6), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

                (xxii) [52.247-64](https://www.acquisition.gov/far/52.247-64#FAR_52_247_64), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241(b)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [10 U.S.C. 2631](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). 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)**

**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](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section7701&num=0&edition=prelim)(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](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section7701&num=0&edition=prelim)(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](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim) 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](https://www.irs.gov/w14).

           (2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](https://www.acquisition.gov/far/52.229-11#FAR_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](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim); 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](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim) tax is a tax matter, not a contract issue.

      (f) Taxes imposed under [26 U.S.C. 5000C](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim) 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)**

**DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES**

|  |  |  |
| --- | --- | --- |
| **NUMBER** | **TITLE** | **DATE** |
| 652.225-71 | Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold) | AUG 1999 |
| 652.229-70 | Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post) | JUL 1988 |
| 652.229-71 | Personal Property Disposition at Posts Abroad | AUG 1999 |
| 652.237-72 | Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility) | FEB 2015 |
| 652.239-71 | Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department) | SEP 2007 |
| 652.242-70 | Contracting Officer’s Representative Julian Verdugo | AUG 1999 |
| 652.242-71 | Notice of Shipments | JUL 1988 |
| 652.242-73 | Authorization and Performance | AUG 1999 |
| 652.243-70 | Notices | AUG 1999 |
| 652.247-71 | Shipping Instruction | FEB 2015 |

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

**652.204-70 Department of State Personal Identification Card Issuance Procedures**

**(FEB 2015)**

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

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

(End of clause)

**ADDENDUM TO CONTRACT CLAUSES**

**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](https://acquisition.gov/browse/index/far) 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](https://gov.ecfr.io/cgi-bin/text-idx?SID=d9a7851186785ba2b1896db79b1b6b29&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl) 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 clauses are incorporated by reference:

CLAUSE TITLE AND DATE

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)  
  
52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE

(JUL 2016)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.228-3 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (AND WAR HAZARD INSURANCE OVERSEAS (JUL 2014)

52.228-4 WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

52.232-40 Providing Accelerated Payments to Small BusinessSubcontractors (Dec 2013)

The following FAR clauses are provided in full text:

**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

**2.6 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 **five years.**

**2.7 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government´s obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**2.8 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****.* 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***, 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.

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

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

\***U.S. Holidays**

* + New Year’s Day
  + Martin Luther King’s Birthday
  + Washington’s Birthday
  + Memorial Day
  + Juneteenth
  + Independence Day
  + Labor Day
  + Columbus Day
  + Veterans Day
  + Thanksgiving Day
  + Christmas Day

**Mexican Holidays**

* + Anniversary of Mexican Constitution (1st Monday in February)
  + Benito Juarez's Birthday (3rd Monday in March)
  + Holy Thursday (varies)
  + Good Friday (varies)
  + Mexican Labor Day (May 1)
  + Anniversary of the Battle of Puebla (May 5)
  + Mother’s Day (May 10)
  + Mexican Independence Day (September 16)
  + All Soul's Day (November 2)
  + Anniversary of Mexican Revolution (3rd Monday in November)
  + Our Lady of Guadalupe´s Day (If stated in writing by U.S. Embassy´s HR section)

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

(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)

**SECTION 3**

**INSTRUCTIONS TO OFFERORS AND EVALUATION FACTORS**

1. FAR 52.212-1 Instructions to Offerors -- Commercial Items (JUN 2020), is incorporated by reference

ADDENDUM TO 52.212-1

Instructions to Offeror. Each quote must consist of the following forms completely filled out:

* **Standard Form (SF-18) (blocks 12, 13, 14, 15 and 16 as appropriate must be filled out)**
* **SOW: Scope of Work – General summary of the project**
* **Pricing table in section 1**
* **A completed Section 4 – Representations and Certifications:**

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) List of clients over the past 2 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 Mexico, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client’s contact person. In addition, the client’s contact person may be asked to comment on the offeror’s:

* Quality of services provided under the contract;
* Compliance with contract terms and conditions;
* Effectiveness of management;
* Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
* Business integrity / business conduct.

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

(4) The offeror’s strategic plan for market research services to include but not limited to:

* + 1. A work plan taking into account all work elements in Section 1, Work Statement.
* Vendor Registration form – Attachment 1

\*All proposals and documents must be in English

652.206-70ADVOCATE 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](mailto:AQMCompetitionAdvocate@state.gov).
2. For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto: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. 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, Minister Counselor for Management Affairs, at 5080-2300. 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)

1. Evaluation Factors
2. The U.S. Government intends to award a Purchase Order to the lowest priced, technically acceptable, responsible quoter based on initial quotations, without holding discussions. However, discussions might be held with companies in the competitive range if there is a need to do so.
3. The Government reserves the right to reject proposals that are unreasonably low or high in price.
4. The lowest price will be determined by adding each line item in “Prices - Continuation of SF-18”, and arriving at a grand total, including all options, if any.
5. The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.
6. The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
7. Adequate financial resources or the ability to obtain them;
8. Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
9. Satisfactory record of integrity and business ethics;
10. Necessary organization, experience, and skills or the ability to obtain them;
11. Necessary equipment and facilities or the ability to obtain them; and
12. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

(End)

**SECTION 4**

**REPRESENTATIONS AND CERTIFICATIONS**

**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](https://www.sam.gov/). If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u)) of this provision.

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

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

“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)](http://uscode.house.gov/), applied in accordance with the rules and definitions of [6 U.S.C. 395(c)](http://uscode.house.gov/).

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

1. PSC 5510, Lumber and Related Basic Wood Materials;’
2. Product or Service Group (PSG) 87, Agricultural Supplies;
3. PSG 88, Live Animals;
4. PSG 89, Subsistence;
5. PSC 9410, Crude Grades of Plant Materials;
6. PSC 9430, Miscellaneous Crude Animal Products, Inedible;
7. PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
8. PSC 9610, Ores;
9. PSC 9620, Minerals, Natural and Synthetic; and
10. PSC 9630, Additive Metal Materials.

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

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

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

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

“Sensitive technology”—

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

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

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

1. 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)](http://uscode.house.gov/)).

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

1. Means a small business concern—

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

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

1. Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101(2)](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section101(2)&num=0&edition=prelim), with a disability that is service-connected, as defined in [38 U.S.C. 101(16)](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section101(16)&num=0&edition=prelim).

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

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

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

1. Directly by a parent corporation; or
2. Through another subsidiary of a parent corporation.

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

1. Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101(2)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+200+2++%2838%29%20%20AND%20%28%2838%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
2. The management and daily business operations of which are controlled by one or more veterans.

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

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

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

1. That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
2. Whose management and daily business operations are controlled by one or more women.

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

(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](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](https://acquisition.gov/sites/default/files/current/far/html/52_212_213.html#wp1179194), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](https://acquisition.gov/sites/default/files/current/far/html/Subpart%204_12.html#wp1073667)), except for paragraphs \_\_\_\_\_\_\_\_\_\_\_.

[*Offeror to identify the applicable paragraphs at (c) through (u) 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.]*

1. 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.
2. *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.

1. *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.
2. *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 CFR 124.1002.
3. *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.
4. 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.

1. 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—
2. 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
3. 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.

1. *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.
2. *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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. *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—
4. 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
5. It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_\_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

1. 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.

1. *Affirmative Action Compliance*. The offeror represents that—
2. 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
3. It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
4. *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
5. *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](https://acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1192900), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph

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

(2) Foreign End Products:

|  |  |
| --- | --- |
| Line Item No. | Country of Origin |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

[*List as necessary*]

1. The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](https://acquisition.gov/sites/default/files/current/far/html/FARTOCP25.html#wp225048).

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](https://acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169038), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

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

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

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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

|  |  |
| --- | --- |
| Line Item No. | Country of Origin |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

[*List as necessary*]

1. The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](https://acquisition.gov/sites/default/files/current/far/html/FARTOCP25.html#wp225048).
2. *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](https://acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169038) 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*]

1. *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](https://acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169038) 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 |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

[*List as necessary*]

1. *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at [52.225-3](https://acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169038) 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*]

1. *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](https://acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169151), Trade Agreements, is included in this solicitation.)
2. 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*]

1. The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](https://acquisition.gov/sites/default/files/current/far/html/FARTOCP25.html#wp225048). 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.
2. *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—
3. □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
4. □ 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;
5. □ 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
6. □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

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

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

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

1. *Examples*.
2. 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.
3. 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.
4. 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.
5. 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*](https://acquisition.gov/sites/default/files/current/far/html/Subpart%2022_15.html#wp1088086)*(b)*.]

(1) *Listed end products*.

|  |  |
| --- | --- |
| Listed End Product | Listed Countries of Origin |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |

1. *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](https://acquisition.gov/sites/default/files/current/far/html/Subpart%2022_10.html#wp1105165)(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;

1. The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](https://acquisition.gov/sites/default/files/current/far/html/Subpart%2022_10.html#wp1105165)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
2. 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](https://acquisition.gov/sites/default/files/current/far/html/Subpart%2022_10.html#wp1105165)(d)(1). The offeror □ does □ does not certify that—

1. 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;
2. The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](https://acquisition.gov/sites/default/files/current/far/html/Subpart%2022_10.html#wp1105165)(d)(2)(iii));
3. 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
4. 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.
5. If paragraph (k)(1) or (k)(2) of this clause applies—
6. 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
7. 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)*](http://uscode.house.gov/). (Not applicable if the offeror is required to provide this information to 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)](http://uscode.house.gov/), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](http://uscode.house.gov/), 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)](http://uscode.house.gov/)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](https://acquisition.gov/sites/default/files/current/far/html/Subpart%204_9.html#wp1091081), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

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

□ TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

□ TIN has been applied for.

□ TIN is not required because:

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

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

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

(4) *Type of organization*.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

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

□ Foreign government;

□ International organization per 26 CFR 1.6049-4;

□ Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(5) *Common parent*.

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

□ Name and TIN of common parent:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. *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.
2. Prohibition on Contracting with Inverted Domestic Corporations.
3. 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](https://acquisition.gov/sites/default/files/current/far/html/Subpart%209_1.html#wp1085903)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](https://acquisition.gov/sites/default/files/current/far/html/Subpart%209_1.html#wp1085953).
4. *Representation*. The Offeror represents that—

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

1. It □ is, □ is not a subsidiary of an inverted domestic corporation.
2. Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
3. The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](https://acquisition.gov/sites/default/files/current/far/html/CISADA106@state.gov).
4. *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

1. 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](https://acquisition.gov/sites/default/files/current/far/html/52_212_213.html#wp1179194)(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.

1. 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.
2. 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)

1. *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.

1. 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.

1. *Predecessor of Offeror*. (Applies in all solicitations that include the provision at [52.204-16](https://acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1152012), Commercial and Government Entity Code Reporting.)
2. 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)

1. [Reserved].
2. *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM ([12.301](https://acquisition.gov/sites/default/files/current/far/html/Subpart%2012_3.html#wp1084399)(d)(1)).
3. 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.
4. *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.

1. 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. (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.
3. 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.
4. *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).

#### (End of provision)

**ATTACHMENT 1**

**PAYMENT REGISTRATION FORM**

**PESOS, MEXICAN CURRENCY**

**Company Information**

New Registration of Account  Change of Account

|  |  |
| --- | --- |
| Name of the account holder |  |
| RFC (for Mexican Companies) |  |
| Name - Point of Contact |  |
| Telephone Number |  |
| E-mail Address |  |
| Address |  |

**Bank information needed for EFT transfers in Pesos, Mexican Currency**.

|  |  |
| --- | --- |
| **BANK INFORMATION** |  |
| Bank Name |  |
| CLABE Interbancaria (18 digits) |  |
| Currency of Account | MXN |

**\*\*\*If it is a collection account please include the reference number:**

|  |  |
| --- | --- |
| **Numeric reference:** |  |
| **Alphanumeric reference:** |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature |  | Date |

|  |  |
| --- | --- |
| FMC approval |  |

**ATTACHMENT 2**

**Payment Registration US Dollars**

**Company Information**

New Registration of Account Change of Account

|  |  |
| --- | --- |
| Name of the account holder |  |
| Name - Point of Contact |  |
| Telephone Number |  |
| E-mail Address |  |
| Address |  |
|  |  |
| DUNS Number |  |

Vendor US Tax ID \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Bank information needed for EFT transfers in USD to a Bank in the United States**

.

|  |  |  |  |
| --- | --- | --- | --- |
| **BANK INFORMATION** | |  | |
| Bank Name | |  | |
| Bank Routing Number  (must be 9 digits beginning with a 0,1,2 or 3) | |  | |
| Account Number | |  | |
| Currency of Account | | USD | |
|  |  | |
|  |  | |
|  |  | |
|  |  | |

Signature Date

FMC approval \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT 3**

# GUIDE FOR DUNS, NCAGE AND SAM REGISTRATION

## BACKGROUND:

To be eligible for an award, all prospective Offerors shall have a unique nine digit Data Universal Numbering System (DUNS) number; a Commercial and Government Entity (Cage)/North Atlantic Treaty Organization (Nato) = (NCage) Code; and register to System for Award Management (SAM). Refer to FAR 4.605(b). For further guidance see the two attachments at the end of this Attachment.

Vendors have experienced difficulty registering in SAM. One of the most common issues is inaccurate address validation. SAM first validates that NATO Commercial and Government Entities (NCAGE) and Dun & Bradstreet (DUNS) addresses match. Following that, there is a check that the DUNS address matches what the entity has on file with their national central bank (NCB). The NCB address is pulled from the vendor’s primary bank account. Because SAM compares NCAGE and DUNS addresses before comparing DUNS and NCB addresses, entities occasionally correct addresses in both DUNS and NCAGE systems only to find out that they have to change those addresses again to match their NCB address.

NOTE: it is very important that each company/entity register with their fiscal company name and address in DUNS, NCAGE as well as in SAM and without misspelling/typos. The information shall match and be exactly the same on all registrations, if not; the process will take a minimum of four months.

## DUNS NUMBER:

Offerors need a Data Universal Numbering System (DUNS) number to register their entity in SAM. DUNS numbers are unique for each physical location to be registered.

Offerors can request a DUNS number for free to do business with the U.S. Federal government by visiting Dun & Bradstreet (D&B) at

<http://fedgov.dnb.com/webform>

It takes up to 5 business days to obtain an international DUNS number.

## NATO COMMERCIAL AND GOVERNMENT ENTITY (NCAGE) CODE:

Foreign entities shall obtain a NCAGE code for each DUNS number they plan to register in SAM before you start the registration process. Make sure the name and address information provided to obtain the NCAGE code matches that of the DUNS number. Allow up to three (3) business days to receive the NCAGE code.

The direct link to an online NCAGE request form is:

<https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx>

## SYSTEM FOR AWARD MANAGEMENT (SAM)

Offerors should open an Individual User Account, (being sure to validate their email address to activate the user account), then Login and Register the entity in SAM at – [www.sam.gov](http://www.sam.gov)

Please allow plenty of time before the contract application deadline. Allow up to 10 business days after submission before the registration is active in SAM.

For further guidance, refer to the following attachments.

