

|   |   |  |   |   |   |            |
|---|---|--|---|---|---|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30                  |   |  |   | 1. REQUISITION NUMBER<br>10314211009                                |   |            |
| 2. CONTRACT NO.   | 3. AWARD/EFFECTIVE DATE   | 4. ORDER NUMBER  | 5. SOLICITATION NUMBER<br>19FS1A19Q0027   |   | 6. SOLICITATION ISSUE DATE<br>04/10/2019              |            |
| 7. FOR SOLICITATION INFORMATION CALL:   | a. NAME<br>Aaron Tong   |  |   | b. TELEPHONE NUMBER (No collect calls)<br>c. EMAIL tongaw@State.gov | 8. OFFER DUE DATE / LOCAL TIME<br>05/01/2019 17:00:00 |            |
| 9. ISSUED BY<br><br>FSI OFFICE OF AQUISITIONS (FSI/EX/GSACQ)<br>4000 ARLINGTON BLVD<br>ARLINGTON, VA 22204          |   |  | 10. THE ACQUISITION IS<br><input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR<br><input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB)<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> NAICS: 541512<br><input type="checkbox"/> 8(A) <input type="checkbox"/> SIZE STANDARD: \$0 |   |   |            |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><br><input type="checkbox"/> SEE SCHEDULE                | 12. DISCOUNT TERMS  | 13a. THIS CONTRACT IS<br><input type="checkbox"/> RATED ORDER UNDER DPAS |   | 13b. RATING   |   |            |
| 15. DELIVER TO<br><br>SEE<br>SERVICES NO SHIPPING REQUIRED<br>SERVICES NO SHIPPING REQUIRED<br>WASHINGTON, DC 20520 |   |  | 16. ADMINISTERED BY<br><br>CODE   |   |   |            |
| 17a. CONTRACTOR/OFFEROR<br><br>Contact<br>Telephone No.   | CODE  | FACILITY CODE<br><br>Duns  | 18a. PAYMENT WILL BE MADE BY<br><br>BUDGET OFC (FSI/EX/BUD)<br>FOREIGN SERVICE INSTITUTE<br>BUDGET & MANAGEMENT OFFICE<br>WASHINGTON, DC 29004<br><br>CODE FSIBU  |   |   |            |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER<br><br><input type="checkbox"/>                 |   |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED<br><br><input type="checkbox"/> SEE ADDENDUM   |   |   |            |
| 19. ITEM NO.  | 20. SCHEDULE OF SUPPLIES/SERVICES<br><br>(Use Reverse and/or Attach Additional Sheets as Necessary) |  | 21. QUANTITY  | 22. UNIT  | 23. UNIT PRICE  | 24. AMOUNT |

### See Line Items Section

|   |                  |  |                  |
|---|------------------|--|------------------|
| 25. ACCOUNTING AND APPROPRIATION DATA<br>See Line Item Detail   |                  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)  |                  |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCES FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED<br><input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED |                  | <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. |                  |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |                  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)   |                  |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)   | 30c. DATE SIGNED | 31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)<br>Aaron Tong   | 31c. DATE SIGNED |

| Line Item Summary | Solicitation Number:<br>19FS1A19Q0027  | Contract Number:    | Title: GFMS/Momentum SPAS/MTT |      |            | Date of Solicitation:<br>04/10/2019 |
|-------------------|--|---------------------|-------------------------------|------|------------|-------------------------------------|
| Line Item No.     | Description  |                     | Quantity                      | Unit | Unit Price | Total Cost                          |
| 001               | PA350 GFMS 5 Day Course<br>Ordering Period 1<br><br>Doc Ref No: 10314211009<br>Delivery Date             | FOB:<br>Destination | 0.00                          | EA   |            |                                     |
| 002               | PA350 GFMS 5 Day Course<br>Ordering Period 2<br><br>Doc Ref No: 10314211009<br>Delivery Date             | FOB:<br>Destination | 0.00                          | EA   |            |                                     |
| 003               | PA350 GFMS 5 Day Course<br>Ordering Period 3<br><br>Doc Ref No: 10314211009<br>Delivery Date             | FOB:<br>Destination | 0.00                          | EA   |            |                                     |
| 004               | PA350 GFMS 5 Day Course<br>Ordering Period 4<br><br>Doc Ref No: 10314211009<br>Delivery Date             | FOB:<br>Destination | 0.00                          | EA   |            |                                     |
| 005               | PA350 GFMS 5 Day Course<br>Ordering Period 5<br><br>Doc Ref No: 10314211009<br>Delivery Date             | FOB:<br>Destination | 0.00                          | EA   |            |                                     |
| 006               | PA351 GFMS 8 Day Course<br>Ordering Period 1<br><br>Doc Ref No: 10314211009<br>Delivery Date             | FOB:<br>Destination | 0.00                          | EA   |            |                                     |
| 007               | PA351 GFMS 8 Day Course<br>Ordering Period 2<br><br>Doc Ref No: 10314211009<br>Delivery Date             | FOB:<br>Destination | 0.00                          | EA   |            |                                     |
| 008               | PA351 GFMS 8 Day Course<br>Ordering Period 3<br><br>Doc Ref No: 10314211009<br>Delivery Date             | FOB:<br>Destination | 0.00                          | EA   |            |                                     |
| 009               | PA351 GFMS 8 Day Course<br>Ordering Period 4<br><br>Doc Ref No: 10314211009<br>Delivery Date             | FOB:<br>Destination | 0.00                          | EA   |            |                                     |
| 010               | PA351 GFMS 8 Day Course<br>Ordering Period 5<br><br>Doc Ref No: 10314211009<br>Delivery Date             | FOB:<br>Destination | 0.00                          | EA   |            |                                     |
| 011               | System Updates and Course Revisions<br>Ordering Period 1<br><br>Doc Ref No: 10314211009<br>Delivery Date | FOB:                | 0.00                          | EA   |            |                                     |

| Line Item Summary | Solicitation Number:<br>19FS1A19Q0027  | Contract Number:                    | Title: GFMS/Momentum SPAS/MTT |      |            | Date of Solicitation:<br>04/10/2019 |
|-------------------|--|-------------------------------------|-------------------------------|------|------------|-------------------------------------|
| Line Item No.     | Description  |                                     | Quantity                      | Unit | Unit Price | Total Cost                          |
| 012               | System Updates and Course Revisions<br>Ordering Period 2<br><br>Doc Ref No: 10314211009<br>Delivery Date | Destination<br><br>FOB: Destination | 0.00                          | EA   |            |                                     |
| 013               | System Updates and Course Revisions<br>Ordering Period 3<br><br>Doc Ref No: 10314211009<br>Delivery Date | FOB: Destination                    | 0.00                          | EA   |            |                                     |
| 014               | System Updates and Course Revisions<br>Ordering Period 4<br><br>Doc Ref No: 10314211009<br>Delivery Date | FOB: Destination                    | 0.00                          | EA   |            |                                     |
| 015               | System Updates and Course Revisions<br>Ordering Period 5<br><br>Doc Ref No: 10314211009<br>Delivery Date | FOB: Destination                    | 0.00                          | EA   |            |                                     |
| 016               | Travel Costs<br>Ordering Period 1<br><br>Doc Ref No: 10314211009<br>Delivery Date                        | FOB: Destination                    | 0.00                          | EA   |            |                                     |
| 017               | Travel Costs<br>Ordering Period 2<br><br>Doc Ref No: 10314211009<br>Delivery Date                        | FOB: Destination                    | 0.00                          | EA   |            |                                     |
| 018               | Travel Costs<br>Ordering Period 3<br><br>Doc Ref No: 10314211009<br>Delivery Date                        | FOB: Destination                    | 0.00                          | EA   |            |                                     |
| 019               | Travel Costs<br>Ordering Period 4<br><br>Doc Ref No: 10314211009<br>Delivery Date                        | FOB: Destination                    | 0.00                          | EA   |            |                                     |
| 020               | Travel Costs<br>Ordering Period 5<br><br>Doc Ref No: 10314211009<br>Delivery Date                        | FOB: Destination                    | 0.00                          | EA   |            |                                     |

|            |       |      |                 |
|------------|-------|------|-----------------|
| Identifier | Title | Date | Number of Pages |
|            |       |      |                 |

## Section B – Supplies or Services, and Prices/Costs

B. 1. The Foreign Service Institute (FSI), Department of State, anticipates the award of a Blanket Purchase Agreement (BPA), which establishes the terms and conditions applicable to future purchases and orders. FSI reserves the right to award multiple Blanket Purchase Agreements.

B. 2. The services shall be performed in accordance with Section C – Description, Specifications, and Statement of Work and as further described elsewhere in this document.

B.3 Contractor shall provide a **PER SESSION** fully loaded, firm fixed rate as outlined.

### **PA350 GFMS 5 Day Course (On or about) based on a fully loaded, per session rate**

CLIN 001 Ordering Period 1: \$ \_\_\_\_\_ per day August 1, 2019 - July 31, 2020  
CLIN 002 Ordering Period 2: \$ \_\_\_\_\_ per day August 1, 2020 - July 31, 2021  
CLIN 003 Ordering Period 3: \$ \_\_\_\_\_ per day August 1, 2021 - July 31, 2022  
CLIN 004 Ordering Period 4: \$ \_\_\_\_\_ per day August 1, 2022 - July 31, 2023  
CLIN 005 Ordering Period 5: \$ \_\_\_\_\_ per day August 1, 2023 - July 31, 2024

### **PA351 GFMS 8 Day Course (On or about) based on a fully loaded, per session rate**

CLIN 006 Ordering Period 1: \$ \_\_\_\_\_ per day August 1, 2019 - July 31, 2020  
CLIN 007 Ordering Period 2: \$ \_\_\_\_\_ per day August 1, 2020 - July 31, 2021  
CLIN 008 Ordering Period 3: \$ \_\_\_\_\_ per day August 1, 2021 - July 31, 2022  
CLIN 009 Ordering Period 4: \$ \_\_\_\_\_ per day August 1, 2022 - July 31, 2023  
CLIN 010 Ordering Period 5: \$ \_\_\_\_\_ per day August 1, 2023 - July 31, 2024

### **System Updates and Course Changes (On or about) based on a fully loaded, yearly rate**

CLIN 011 Ordering Period 1: \$ \_\_\_\_\_ per day August 1, 2019 - July 31, 2020  
CLIN 012 Ordering Period 2: \$ \_\_\_\_\_ per day August 1, 2020 - July 31, 2021  
CLIN 013 Ordering Period 3: \$ \_\_\_\_\_ per day August 1, 2021 - July 31, 2022  
CLIN 014 Ordering Period 4: \$ \_\_\_\_\_ per day August 1, 2022 - July 31, 2023  
CLIN 015 Ordering Period 5: \$ \_\_\_\_\_ per day August 1, 2023 - July 31, 2024

### **Travel Costs (On or about) DO NOT QUOTE THESE RATES, Pricing will be in accordance with Section G.2 Travel**

CLIN 016 Ordering Period 1: \$ \_\_\_\_\_ per day August 1, 2019 - July 31, 2020  
CLIN 017 Ordering Period 2: \$ \_\_\_\_\_ per day August 1, 2020 - July 31, 2021  
CLIN 018 Ordering Period 3: \$ \_\_\_\_\_ per day August 1, 2021 - July 31, 2022  
CLIN 019 Ordering Period 4: \$ \_\_\_\_\_ per day August 1, 2022 - July 31, 2023  
CLIN 020 Ordering Period 5: \$ \_\_\_\_\_ per day August 1, 2023 - July 31, 2024

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## C.2 Performance Metrics

### **SPAS/MTT GFMS/Momentum Training Performance Metrics**

*All BPA Calls issued off of this contract will be closely monitored by the Contracting Officer's Representative (COR) and /or Government Technical Monitor (GTM) throughout the contract ordering period and will be reported upon at a minimum one time annually at the conclusion of each ordering period. Listed below are the performance metrics by which the contractor will be evaluated in addition to the contractor's adherence to Statement of Work (SOW) requirements.*

*The contract performance will be evaluated on a scale (Poor 1- Superior5). To be considered successful the contractor must score a minimum of four (4) in all categories listed below.*

#### **WEIGHT RATING DESCRIPTION**

5 Superior Contractor routinely demonstrates outstanding understanding of SOW requirements and significantly exceeds performance standards. Contractor or has exceptional strengths that significantly benefit the Government.

4 Excellent Contractor demonstrates excellent understanding of SOW requirements and exceeds performance standards. Contractor has one or more strengths that significantly benefit the Government.

3        Acceptable    Contractor demonstrates acceptable understanding of SOW requirements and has an approach that meets performance standards. Contractor is an acceptable solution and has few or no strengths that benefit the Government.

2        Fair        Contractor routinely demonstrates shallow understanding of requirements and approach.

1        Poor        Contractor routinely fails to demonstrate understanding requirements and approach.

***Quality:***

The Contractor must adhere to the requirements as outlined in the SOW and deliver a high quality product specific to the teaching segments needed. Multiple measurements will be used to formulate a rating between 1-5 including survey feedback from student course evaluations, review of teaching materials and delivery by the Contractor, and observations by the Executive Development Division leadership and the COR/GTM.

***Timeliness of Performance:***

The Contractor must adhere to the deadlines specified by the COR/GTM with regard to delivering training, providing training materials, and participating in required meetings. The rating between 1-5 will be formulated by the COR based on his/her observation and input from the Executive Development Division leadership.

***Customer Satisfaction:***

The Contractor must provide effective customer service to the internal FSI clients of this contract- COR, Course Chairs, staff, and students - per their duties in the SOW. Multiple measurements will be used to formulate a rating between 1-5 for this evaluation: student evaluations; FSI staff feedback; and COR observations. The COR will use his/her expertise and general observance of interactions and customer service with FSI staff, and students. The COR's observations will include timeliness of responses to inquiries and requests within the scope of the contract, and providing proper notice for absences.

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## E Inspection and Acceptance

### Section E – Inspection and Acceptance

E. 1. Inspection and acceptance of the services to be provided hereunder shall be made by the Government Technical Monitor (GTM), a Contracting Officer's Representative (COR) or an Alternate COR when specified.

E. 2. The Role of Government Personnel and Responsibility for Contractor Administration:

A. Contracting Officer (CO): The CO has the overall responsibility for administering this contract. He/she alone, without delegation, is authorized to take actions on behalf of the government to: amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and delivery schedules; make final decisions on disputed deductions from contract payments for non-performance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. Additionally, he/she may delegate certain other responsibilities to authorized representatives.

B. Contracting Officer's Representative (COR): The COR is responsible for promptly notifying the Contracting Officer in writing of any noncompliance or deviation in performance or failure to make progress; knowing and understanding the terms and provisions of the contract; knowing the scope and limitations of your authority; using good judgment, skill and reasonable care in the exercise of authority; protecting privileged and sensitive procurement information. If questions arise which are not clearly answered in the contract or if disputes with the Contractor occur, prepare a written report to the Contracting Officer setting forth the problem(s) encountered.

C. Government Technical Monitor (GTM): The GTM will assist the COR in discharging responsibilities. The responsibilities of the GTM include, but are not limited to: monitoring and inspecting the Contractor's progress and performance; evaluating contractor performance with the terms and conditions of this contract; acting as the Government's representative at the work site; advising the contractor of proposed deductions for non-performance or unsatisfactory performance; preparing receiving reports and/or approving invoices for payment; and advising the COR of any factors which may cause delay in work performance.

E.3 All work performed under this BPA Call shall be of the highest quality standards, consistent with the best industry practices, to assure timely provision of services, optimum Department of State satisfaction, and adequate protection of Government assets.

## F Deliveries or Performance

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### Section F – Deliveries or Performance

#### F.1- PERIOD OF PERFORMANCE (On or about)

This Blanket Purchase Agreement is for five ordering periods. Actual BPA Calls for services may be issued any time from date of award. Specific dates and number of hours will be coordinated between the contractor and the Contracting Officer's Representative and specified in each BPA Call.

#### On or About:

Ordering Period 1: August 1, 2019 - July 31, 2020

Ordering Period 2: August 1, 2020 - July 31, 2021

Ordering Period 3: August 1, 2021 - July 31, 2022

Ordering Period 4: August 1, 2022 - July 31, 2023

Ordering Period 5: August 1, 2023 - July 31, 2024

#### F.2 PLACE OF PERFORMANCE

The vendor will conduct four five-day sessions on the FSI campus, located in Arlington, Va., during the following the months; October, January, April and July with exact dates TBD.

The vendor will conduct two eight day sessions at the Department of State's Charleston, SC location during the months; November, and May with exact dates TBD.

Course offerings are subject to change.

These locations and dates will be discussed with the contractor prior to the issuance of a BPA Call.

#### F.3 NORMAL HOURS OF OPERATION

The normal hours of operation at FSI are Monday through Friday from 8:15 am to 5:00 pm.

#### F.4 GOVERNMENT CLOSURES AND CANCELLATIONS

A scheduled offering may be cancelled at the convenience of the government due to low enrollment. The vendor will be given two weeks' notice prior to cancellation of either GFMS course and will not be eligible for compensation. Please refer to the Federal Acquisitions Regulations (FAR) for additional details. – FAR 52 215-4.

#### Government Closure/ “Liberal Leave” Days

Please refer to the Department of State's Standard Acquisition Regulations (DOSAR) for additional details. In the event of a Federal Government closure or liberal leave due to snow, weather, emergency, holiday, declaration, etc., the vendor's instructor must ensure all topics are covered either in class held during the remaining days of the week or by assigning homework. The vendor's instructor will then be responsible for reviewing assignments to ensure students have gained the required skills and can explain all topics in the course.

#### F.5 Non-Performance by the Contractor

Should the contractor be unable to deliver training on a date that was previously accepted under a BPA Call, a minimum of 30 days notice to the Foreign Service Institute is required. If a contractor provides less than 30 days notice to cancel a training commitment, lack of timely notification will be marked against the contractor in the performance rating for that year.

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

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## G.1 Contract Administration Data

### **G.1 NONPAYMENT OF UNAUTHORIZED WORK**

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the contractor of his/her own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

### **G.2 SMOKE FREE WORK PLACE**

(a) The Department of State has been designated a smoke free workplace.

(b) Definitions: "Smoking" means a lighted cigar, cigarette, pipe, or other tobacco product.

"Smoking Areas" means those designated exterior spaces where the smoking of tobacco products is permitted.

(c) Applicability: The Smoke-Free Workplace Policy applies to all occupants of the Schultz Center complex; as well as all Department of State owned, rented, or leased vehicles.

(d) Policy: It is the policy of the Department of State to promote a healthy environment.

Accordingly, the Department has adopted a policy prohibiting smoking in the interior of all domestic buildings and facilities effective August 1, 1993.

### **G.3 PARKING PROGRAM**

All parking related documentation will be given to the awarded contractor at the post-award orientation.

However, it is assumed that all motor traffic regulations will be followed and FSI parking permits will be obtained per the General Service Office's guidance.

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## G.2 Contract Administration Data - Travel

### Authorized Travel Expenses

1) When GFMS training courses are scheduled and held outside of the metropolitan Washington, DC area, the cost of travel will be reimbursed based on the Federal Travel Regulations (FAR).

2) GFMS courses held within the Washington, DC metropolitan area are not subject to travel reimbursement of any kind. If a vendor has personnel traveling to DC for the purposes of training or consultations or meetings with the COR/Course Managers or SME's, travel expenses will not be reimbursed. In rare instances the vendor may be required teach GFMS courses at other Department of State facilities. The Washington DC metropolitan area is defined as any Department of State building and/or annex within a fifty mile radius of the FSI campus in Arlington, Va., so travel expenses will not be reimbursed.

Travel outside of Metropolitan Washington, DC shall be in accordance with the GSA Federal Travel Regulations and the Department of State Travel Regulations. All travel arrangements, including air reservations, obtaining passports and visas, are the sole responsibility of the contractor.

All travel shall be by common carrier and at the lowest possible cost to FSI. First and business class travel are not authorized under this contract unless specifically approved by the COR. Should overseas travel be necessary, contractor must obtain Defense Base Act (DBA) insurance for their employee. All overseas travel cost, including DBA insurance, will be reimbursed upon invoicing. Contractor must provide the overhead rate they will charge the Government to process such travel.

**GROUP TRAVEL EXPENSES:** Certain classes require contractor travel to conference facilities within a two hour drive from Washington DC (official travel is considered to be involved for any class location greater than 50 miles from the Washington DC metropolitan area). For group travel in which an entire class and Department of State training staff participate, the Foreign Service Institute will generally include the travel costs of the contractor (lodging, meals) in its group booking. The contractor need not quote nor bill separately for travel expenses.

**INDIVIDUAL TRAVEL EXPENSES:** On occasion, the contractor may be requested to deliver training at domestic US or overseas locations. Local and non-local travel requires prior approval by the COR. The contractor's travel expenses should be quoted as a separate line item by the contractor once the date and location of the proposed training is known. Travel costs, if necessary, for executive coaching will be included in the session fee.

### Travel Reimbursement

#### (a) Personnel Transportation/Travel Costs.

(1) The contractor shall not be paid for travel/parking for contractor personnel who reside in the Metropolitan area in which the tasks are being performed. Contractor staff will, however, be reimbursed for Personally Owned Vehicle (POV) mileage for any work out-

side of a 50 mile radius from the Foreign Service Institute, in accordance with JTR. Contractor will use Government transportation if available.

(2) For travel costs/personnel transportation other than described in paragraph (a), the Contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of services under the contract and is authorized by the COR via each individual delivery order, subject to any limitations herein. G&A expenses and profit on travel will not be authorized.

(3) When transportation by privately owned vehicle is authorized, the contractor shall be paid on a mileage basis. This mileage rate will not exceed the applicable Government transportation rate as contained in the Joint Travel Regulation (JTR), Volume II, in effect at the time of travel.

(4) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the Contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. The contractor shall be reimbursed for actual rental/lease of vehicles only if authorized by COR and is in accordance with JTR. Reimbursement of such rental shall be made based on actual reasonable amounts paid by the contractor.

(5) The contractor's invoices shall include evidence such as a receipt substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when documented and justified in accordance with FAR 31.205-46(d).

(6) Relocation costs and travel costs incident to relocation are not allowable and will not be reimbursed hereunder.

**(b) Per Diem.**

(1) The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed:

(a) at the contractor's main facility, or any other contractor-facility where work is required to be performed under this contract; nor

(b) at any location within a fifty (50) mile radius of any contractor-facility where work is required to be performed under this contract.

(2) Expenses for subsistence and lodging shall be paid to the Contractor only to the extent that overnight stay is necessary and authorized by the COR for performance of the services ordered under this contract. When authorized, per diem shall be paid by the Contractor or to its employees at a rate not to exceed the maximum rate authorized by the JTR for the specific locality. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges. Fractional billing shall be in accordance with JTR. Reimbursement to the contractor for per diem shall be limited to actual payments to employees for authorized per diem not to exceed the authorized per diem defined herein. The contractor shall retain supporting documentation for per diem expenses as evidence of actual payment.

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**H Requirements**

**Section H – SPECIAL CONTRACT REQUIREMENTS**

**H.1 REMOVAL FROM DUTY**

The Government may direct that a contractor be removed immediately from the work site(s) should it be determined that the person is unfit for the job. A determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

\*Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from other documents or records;

\*Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also participation in disruptive activities which interfere with the normal and efficient operations of the Government;

\*Theft, vandalism, or any other criminal actions;

\*Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects;

\*Improper use of communications equipment or government property;

\*Violations of security procedures or regulations;

\*Unacceptable performance.

The Contractor shall be responsible for maintaining satisfactory standards of conduct and integrity. The Contracting Officer, acting on the advice of the COR, will make all determinations regarding the removal of any employee from the work site(s).

## **H.2 CONTRACTOR RESPONSIBILITY**

The contractor, not the government shall exercise supervision and control over the contractor's personnel. The contractor is responsible to the government.

The contractor is to ensure that the professional personnel assigned to this contract have the training, skills, clearances and certifications necessary to perform the general requirements of this contract.

The contractor shall be responsible for the health and safety of its employees and for any injury or damage to them. The contractor shall be responsible at its own expense for loss and/or damage to government property or personnel resulting from contractor fault or negligence or from the fault of its employees.

## **H.3 CONTRACTOR SELF IDENTIFICATION**

All contractor personnel attending meetings, answering Government telephones, and/or working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public, of other government personnel, or Congress that they are Government officials. Contractor personnel must also ensure that all documents, emails or reports produced by them are suitably marked as contractor products or that contractor participation is appropriately disclosed. This direction shall be adhered to unless otherwise waived, in writing, by the cognizant Contracting Officer.

At no time will any contractor utilize Government letterhead for any correspondence between the contractor and any other entity depicting or imitating that the Contractor is a member/employee of the US Government, either as an individual or as a company/corporation. Example: Using the Department of State Seal (or any other Government's agency seal) in their letterhead.

## **H.4 GOVERNMENT FURNISHED PROPERTY**

The government will furnish classroom space and other appropriate furnishings, books, supplies, computer hardware, and basic AV equipment (SmartBoards, Powerpoint projectors) appropriate to the performance of tasks. Secretarial support and office space for contractors are unavailable. Any specialized equipment (cameras, tripods, monitors, digital media) needed by the contractor to deliver media training must be supplied by the contractor.

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### **H.1 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012) (DEVIATION)**

### **52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012) (DEVIATION)**

Except for awards where the Government wide purchase card (GPC) is used as the method of payment, contracting officers shall include the attached clause 52.204-99, System for Award Management Registration, in lieu of FAR clause 52.204-7, Central Contractor Registration, and DF ARS 252.204-7004, Alternate A, Central Contractor Registration.

System for Award Management Registration (August 2012) (DEVIATION)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

**"Commercial and Government Entity (CAGE) code" means-**

**(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or**

**(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."**

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the **SAM** database;

(2) The Contractor's CAGE code is in the **SAM** database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations , or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may

call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

**(d) Reserved.**

(e) Processing time for **registration in SAM**, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration **at least two weeks prior to invoicing**.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the **SAM** database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

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## H.2 Observance of Legal Holidays and Government Closure

Observance of Legal Holidays and Government Closure:

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

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

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

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

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to

provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

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652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (FEB 2015)

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

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

(End of clause)

| Clause     | Title  |
|------------|--|
| 52.202-1   | Definitions (Nov 2013)   |
| 652.225-71 | SECTION 8(a) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999) |
| 652.237-72 | OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)             |
| 52.212-4   | Contract Terms and Conditions--Commercial Items (Oct 2018)                   |

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52.217-9 Option to Extend the Term of the Contract (Mar 2000)

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(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months (months)(years).

(End of clause)

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52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

<http://www.acquisition.gov/far/>

*[Insert one or more Internet addresses]*

(End of clause)

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52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders--Commercial Items (Jan 2019)

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

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

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

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

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

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

*[Contracting Officer check as appropriate.]*

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

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

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

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

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

— (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

— (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

x (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

x (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41

U.S.C. 2313).

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

— (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

— (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

— (13) [Reserved]

x (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

— (ii) Alternate I (Nov 2011).

— (iii) Alternate II (Nov 2011).

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

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

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

x (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637 (d)(2) and (3)).

x (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

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

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

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

— (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

x (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

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

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

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

— (22) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

— (23) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- \_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- x (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- x (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_ (29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- x (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- x (31) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- x (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- x (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- x (34) 52.222-37, Employment Reports on Veterans, (Sep 2010) (38 U.S.C. 4212).
- x (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- x (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.).
- \_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.).
- \_\_ (38) 52.223-15, Energy Efficiency in Energy Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_ (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_ (ii) Alternate I (Dec 2007) of 52.223-16.
- x (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_ (41) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

- \_\_\_ (42)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (Mar 2012) of 52.225-3.
- \_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.
- \_\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.
- \_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (45) 52.225.26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- x (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- x (50) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

*[Contracting Officer check as appropriate.]*

- \_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- x (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services -- Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (7) 52.222-17, Non-displacement of Qualified Workers (Jan 2013) (E.O.13495).
- \_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- \_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

- (ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Non-displacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
— Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- (xii) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xiii) 52.225.26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

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J Attachments

Statement of Work  
Past Performance Questionnaire

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

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(a) Definitions.

As used in this provision:

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

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

(b) Certification.

By submitting this offer, the offeror certifies that it is not:

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

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

(End of provision)

52.212-3 Offeror Representations and Certifications--Commercial Items (Oct 2018)

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The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (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), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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

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

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

- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or

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

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

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

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

"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>. After reviewing the SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard 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), 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.]*

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

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

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern.]*

*concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it \_\_ is, \_\_ is not a veteran-owned small business concern.

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

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

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

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

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

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

shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by of-

feror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a do-

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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]

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

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

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

Canadian End Products:

| Line Item No. |
|---------------|
| _____         |
| _____         |
| _____         |

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4) \_\_ Have, \_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

| <b>Listed End Product</b> | <b>Listed Countries of Origin</b> |
|---------------------------|-----------------------------------|
|                           |                                   |
|                           |                                   |
|                           |                                   |

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

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

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

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

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

(2) \_\_\_\_ Outside the United States.

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

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

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

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

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

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

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

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

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

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

ers.

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

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

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

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

*(5) Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

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

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

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

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

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

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

- (i) It \_\_ is, \_\_ is not an inverted domestic corporation; and
- (ii) It \_\_ is, \_\_ is not a subsidiary of an inverted domestic corporation.

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

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CIS-ADA106@state.gov*.

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

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Per-

sons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code:  
\_\_\_\_\_.

Immediate owner legal name:  
\_\_\_\_\_.

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

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

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

Highest-level owner CAGE code:  
\_\_\_\_\_.

Highest-level owner legal name:  
\_\_\_\_\_.

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

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

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

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

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where

the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code:

\_\_\_\_\_ (or mark "Unknown")

Predecessor legal name:

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

(s) [Reserved].

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

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

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) \_\_ does, \_\_ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

(End of provision)

| Clause   | Title   |
|----------|---|
| 52.212-1 | Instructions to Offerors--Commercial Items (Oct 2018) |

## L Instructions

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### Section L – Instructions, Condition, and Notices to Respondents

#### General Instructions

##### **L.1 Quotes shall include 2 segments:**

1. Technical Quote and
2. Pricing Quote

#### TECHNICAL

All offerors must submit ONE (1) copy of their TECHNICAL quote, (Responses to sections C and M).

#### PRICING/MISC.:

All offerors must submit ONE (1) original of:

- Page 1 of the solicitation (blocks 12 (if applicable), 17 including DUNS #, and 30a-c)
- Section B (pg 5-6) - Pricing (Do not include pricing within your technical quote),
- Section K - Representations and Certifications (Please fill out completely)
- Contact information including name, email address and telephone number.

**L.2** The instructions establish the acceptable minimum requirements for the format and content of quotes: special attention is directed to the requirements for technical and past performance reports to be submitted in accordance with these instructions. Any resultant contract shall include the general provisions applicable to the selected prospective provider's organization and type of contract awarded. Copies of general provisions may be obtained by accessing <http://acquisition.gov/comp/far/index.html>.

**L.3 Quote DUE DATE is 2:00pm (EST) on Wednesday, May 1, 2019.**

**L.4** The Government will evaluate quotes in accordance with the evaluation criteria set forth in Section M of this request for quotes.

Quotes should be Times New Roman with a 12 point font. The quote shall be submitted so as to cover all requirements as stated in the solicitation.

It is recommended that the proposing contractor use brevity, clarity and a sense of restraint in answering all requirements.

Endless charts, spreadsheets, and adjective laden discussions will only delay the award. It is understood that your proposal will become part of the official contract file. The Government will not return any documents or other items submitted with the offer to the offerors. The RFP does not commit the Government to pay any cost for the preparation and submission of a quote. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition. The RFQ will be available for download at [www.fbo.gov](http://www.fbo.gov).

**L.5 Clarification Questions**

Prospective offerors must submit all clarification questions concerning this solicitation in writing to the contract specialist. **Telephonic questions regarding this solicitation will not be accepted.** All questions must be submitted via email to Aaron Tong at [tongaw@state.gov](mailto:tongaw@state.gov).

***Clarification questions will be received until 12 noon (EST) Wednesday, April 17, 2019.***

**L.6 Quote Delivery**

ELECTRONIC SUBMISSIONS ONLY

Email to: Aaron Tong at [tongaw@state.gov](mailto:tongaw@state.gov), subject line "GFMS/Momentum SPAS/MTT".  
DO NOT MAIL ANYTHING.

**L.7** No quotes will be processed after the deadline.

**L.8** On the first page of each technical proposal each quote shall provide the following information:

Name of company/quoter

Company Point of Contact **telephone number and email address**

A Dun and Bradstreet Number that is "active" in the System for Award Management (SAM).

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

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

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](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. Interested parties are invited to contact the contracting activity ombudsman, Vincent Sanchez, at 703-875-6748 or fax 703-875-6155. 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)

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52.233-2 Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Erin Williams, Contracting Officer at williamsee3@state.gov.

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

(End of provision)

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52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/>

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*[Insert one or more internet addresses]*

(End of provision)

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52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a blanket purchase agreement contract resulting from this solicitation.

(End of provision)

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52.216-27 Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

| Clause   | Title                             |
|----------|-----------------------------------|
| 52.217-5 | Evaluation of Options (July 1990) |

#### M.1 Evaluation Factors

Vendors will be evaluated based on the following criteria;

**Criteria-1**-Technical aspects of proposal;

**Criteria-2**-Past performance evaluations/surveys;

**Criteria-3**-Training methodology (i.e. andragogy); and

**Criteria-4**-Price proposals.

Awards will be made based on the best overall value to the Foreign Service Institute (FSI).

Please note criteria 1, 2 and 3 are weighted equally and when combined are significantly more important than criteria 4.

These criteria will be rated on the following scale:

- Excellent - Proposal demonstrates excellent understanding of requirements and approach that significantly exceeds performance or capability standards. It has exceptional strengths that will significantly benefit the Government.
- Good- Proposal demonstrates good understanding of requirements and approach that exceeds performance or capability standards. It has one or more strengths that will benefit the Government.
- Fair- Proposal demonstrates acceptable understanding of requirements and approach that meets performance or capability standards. It is an acceptable solution. It has few or no strengths that will benefit the Government.
- Poor- Proposal demonstrates shallow understanding of requirements and approach that only marginally meets performance or capability standards necessary for minimal but acceptable contract performance.
- Unsatisfactory- Proposal fails to meet performance or capability standards. Requirements can be met only with major changes to the proposal.

**Criteria 1** - Proposals will be evaluated on the following Technical aspects;

a) Qualifications (resumes illustrating prior experience and professional background including relevant training experience and degrees) of vendor, course developer(s) and course trainer(s).

b) Quality, coherence and appropriateness of the proposed approach or methodology (including course design) to perform the required work. Vendors must submit sample course materials (including handouts and exercises) for a possible 90-minute training session in the classroom environment.

c) The vendor's project manager, lead instructor and backup instructor(s) must have a basic working knowledge of Microsoft's office products, e.g. PowerPoint and SharePoint. Basic working knowledge is defined as the ability to navigate either product; make changes to presentations; and upload materials to a SharePoint site.

d) The instructor(s) must have basic knowledge of the federal appropriation process and knowledge of the basic components of fiscal data used to account for spending by federal agencies.

e) The vendor should also submit a 90 day action plan detailing a timeline for the review of each GFMS course and materials, updates to materials and training systems preparations and testing.

**Criteria 2 - Past performance evaluations/surveys;**

- a) Vendors must list and describe two past performance experiences, within the past five years, developing and delivering training in a U.S. foreign affairs agency. Specifically, vendor must describe their experience in developing materials to address specific requirements of at least two agencies. Vendor must demonstrate knowledge of Momentum software or an accounting system similar in size, scope and functionality. Vendor must show a demonstrated experience in providing training for a Momentum or Momentum-type system implementation. The vendor should also have expert knowledge of government accounting.
- b) The vendor will be rated on the level of success of past performances via the submission of six end-of-course evaluations/surveys from courses conducted and completed within the past five years. Additionally, the vendor should provide references of current or previous customers (within the past five years) who can attest to past performances of training courses on the matter at hand.
- c) The vendor will be rated on the relevancy of past performance to the current requirements.

**Criteria 3 - Training methodology;**

- a) The vendor must demonstrate their knowledge and ability to design, develop, teach, and maintain course materials (and training database) on a financial accounting system similar in scale to that of the GFMS/ Momentum platform. Specifically, the proposal should demonstrate how the vendor has instructed other agencies on at least five of the topics as listed in section #4 of this Statement of Work(i.e. course Micro's, Macro's and daily schedule(existing or proposed)

**Criteria 4 - Price proposals;**

- b) The vendor must provide a per session cost estimate total for both the five-day course and the eight-day course. Both cost estimates should include a detailed level of effort needed to accomplish course of objectives (i.e. labor hours, support personnel, and travel estimates where applicable, etc.) and cost control measures.

A contract may be awarded to a vendor based on the overall value to FSI and not solely on the lowest priced proposal. However, in cases where proposals are technically equivalent or substantially similar, cost or price may become the determining selection factor.

FSI reserves the right to schedule interviews/oral presentations with vendors and the vendor's key personnel. These interviews/oral presentations will be at the expense of the vendor.

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**M.2 Right to Award**

The U.S. Government reserves the right to award a Blanket Purchase Agreement from the initial quote submissions, or to establish a competitive range and award from this listing, with or without initiating discussions/negotiations. The establishment of a competitive range is at the sole discretion of the Contracting Officer.

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**52.212-2 Evaluation - Commercial Items (Oct 2014)**

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following four factors shall be used to evaluate offers:

Technical Quality  
Past Performance  
Training Methodology  
Price

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*[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); (iv) small disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]*

Technical, training methodology and past performance, when combined, are significantly more important than price

*[Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]*

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)