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ZADOGRA ACT

CONTINUATION TO SF-1449  
RFQ [  
SECTION 1 - THE SCHEDULE  
PRICES, BLOCK 23  
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT  
SHIPPING/PACKING SERVICES

NOTE: Add the below to the SF-1449:

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

1. PERFORMANCE WORK STATEMENT

MINIMUM AND MAXIMUM AMOUNTS.

For each year of the contract, the U.S. Government guarantees a minimum order of:

Minimum Air Freight - Import = 1 KG

Minimum Air Freight – Export = 1 KG

Minimum Sea Freight – Import:

- 20' container = 1 shipment
- 40' container = 1 shipment

Minimum Sea Freight – Export:

- 20' container = 1 shipment
- 40' container = 1 shipment

The maximum amount of shipping/packing services each year of this contract will not exceed:

Maximum Air Freight - Import = 9600 KG

Maximum Air Freight – Export = 2600 KG

Maximum Sea Freight – Import:

- 20' container = 8 shipment
- 40' container = 4 shipment

Maximum Sea Freight – Export:

- 20’ container = 2 shipment
- 40’ container = 2 shipment

Individual purchases shall be documented as follows:

Funds will be obligated via a task order.

## 2. PERIOD OF PERFORMANCE

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

## 3. PRICING

The rates below shall include all direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The prices include all expenses and materials required to complete the work.

VAT

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy is zero rated from the host government.

BASE PERIOD PRICES

Base Term: Twelve (12) Months: June 1, 2021- May 31, 2022

### **Air Freight - Import**

NO	SERVICE DESCRIPTION	Unit of Measure	Unit Price USD	Total Estimated Price USD
1	Customs Clearance and Documentation per shipment	Per Shipment		
2	Cargo Handling Fee per KG	Per kg		
3	Airline Service Fee per KG	Per kg		

4	Customs warehouse handling Fee per KG	Per kg		
5	Import documentations per shipment	Per shipment		
6	Disbursement Charges per shipment	Per shipment		
7	Transportation/delivery charges within the Airport per trip (Please provide price range e.g 0kg - 100kg, 101kg - 300 etc)	Per delivery		
8	Offloading cargo at the client's warehouse (Please provide price range e.g 0kg - 100kg, 101kg - 300 etc)	Per shipment		
9	Airport storage (please indicate free period if applicable)	Per kg/day		
	<b>TOTAL</b>			

### Air Freight - Export

1	SERVICE DESCRIPTION	Unit of Measure	Unit Price USD	Total Estimated Price USD
2	Customs Clearance and Documentation per shipment	Per Shipment		
3	Cargo Handling Fee per KG	Per kg		
4	Airline Service Fee per KG	Per kg		
5	Customs warehouse handling Fee per KG	Per kg		
6	Documentations per shipment	Per shipment		
7	Disbursement Charges per shipment	Per shipment		
8	Transportation/collection charges (Please provide price range e.g 0kg - 100kg, 101kg - 300 etc)	Per delivery		
9	AWB Fees	Per shipment		

10	Airport storage (please indicate free period if applicable)	Per kg/day		
11	Transshipment fees at transit airport	Per shipment		
	<b>TOTAL</b>			

### Sea Freight Import

NO	SERVICE DESCRIPTION	Unit of Measure	RATE 20' Container USD	RATE 40' Container USD
1	Customs Clearance and Documentation fee per container	Per container		
2	Delivery Order Charges (DO) per container	Per container		
3	Terminal Handling Charges (THC) per container	Per container		
4	Full out container fee per container	Per container		
5	Fiscal security stamp per container	Per container		
6	Transport charges from Mogadishu Seaport to Airport	Per container		
7	De-stuffing container at the client's warehouse	Per container		
8	Forklift fee per container (if applicable)	Per container		
9	Return Empty container to Mogadishu Seaport	Per container		
10	Daily storage fee (please state grace period)	Per cntr/day		
11	Additional charges for the Dangerous Goods (DG) per container (provide carrier rates if applicable)	Per container		
12	Daily Port Plugin Charges for Reefer containers	Per container/day		
	<b>TOTAL</b>			

## Sea Freight Export

NO	SERVICE DESCRIPTION	Unit of Measure	RATE 20' Container USD	RATE 40' Container USD
1	Customs Clearance and Documentation fee per container	Per container		
2	Bill of Lading Fees	Per document		
3	Terminal Handling Charges (THC) per container	Per container		
4	Municipality fees	Per container		
5	Terminal Fees	Per container		
6	Transport charges from MIA to Seaport	Per container		
7	Stuffing container at the client's warehouse	Per container		
8	Forklift fee per container (if applicable)	Per container		
9	Other Miscellaneous fees	Per container		
10	Daily storage fee (please state grace period)	Per cntr/day		
11	Additional charges for the Dangerous Goods (DG) per container (provide carrier rates if applicable)	Per container		
12	Daily Port Plugin Charges for Reefer containers	Per cntr/day		
	<b>TOTAL</b>			

\*This estimated amount is based on total estimated Government requirements. This means that if more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less than the amount shown.

4.A. FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months; June 1, 2022- May 31, 2023

**Air Freight - Import**

NO	SERVICE DESCRIPTION	Unit of Measure	Unit Price USD	Total Estimated Price USD
1	Customs Clearance and Documentation per shipment	Per Shipment		
2	Cargo Handling Fee per KG	Per kg		
3	Airline Service Fee per KG	Per kg		
4	Customs warehouse handling Fee per KG	Per kg		
5	Import documentations per shipment	Per shipment		
6	Disbursement Charges per shipment	Per shipment		
7	Transportation/delivery charges within the Airport per trip (Please provide price range e.g 0kg - 100kg, 101kg - 300 etc)	Per delivery		
8	Offloading cargo at the client's warehouse (Please provide price range e.g 0kg - 100kg, 101kg - 300 etc)	Per shipment		
9	Airport storage (please indicate free period if applicable)	Per kg/day		
	<b>TOTAL</b>			

**Air Freight - Export**

1	SERVICE DESCRIPTION	Unit of Measure	Unit Price USD	Total Estimated Price USD
2	Customs Clearance and Documentation per shipment	Per Shipment		

3	Cargo Handling Fee per KG	Per kg		
4	Airline Service Fee per KG	Per kg		
5	Customs warehouse handling Fee per KG	Per kg		
6	Documentations per shipment	Per shipment		
7	Disbursement Charges per shipment	Per shipment		
8	Transportation/collection charges (Please provide price range e.g 0kg - 100kg, 101kg - 300 etc)	Per delivery		
9	AWB Fees	Per shipment		
10	Airport storage (please indicate free period if applicable)	Per kg/day		
11	Transshipment fees at transit airport	Per shipment		
	<b>TOTAL</b>			

### Sea Freight Import

NO	SERVICE DESCRIPTION	Unit of Measure	RATE 20' Container USD	RATE 40' Container USD
1	Customs Clearance and Documentation fee per container	Per container		
2	Delivery Order Charges (DO) per container	Per container		
3	Terminal Handling Charges (THC) per container	Per container		
4	Full out container fee per container	Per container		
5	Fiscal security stamp per container	Per container		
6	Transport charges from Mogadishu Seaport to Airport	Per container		



7	De-stuffing container at the client's warehouse	Per container		
8	Forklift fee per container (if applicable)	Per container		
9	Return Empty container to Mogadishu Seaport	Per container		
10	Daily storage fee (please state grace period)	Per cntr/day		
11	Additional charges for the Dangerous Goods (DG) per container (provide carrier rates if applicable)	Per container		
12	Daily Port Plugin Charges for Reefer containers	Per container/day		
	<b>TOTAL</b>			

### Sea Freight Export

NO	SERVICE DESCRIPTION	Unit of Measure	RATE 20' Container USD	RATE 40' Container USD
1	Customs Clearance and Documentation fee per container	Per container		
2	Bill of Lading Fees	Per document		
3	Terminal Handling Charges (THC) per container	Per container		
4	Municipality fees	Per container		
5	Terminal Fees	Per container		
6	Transport charges from MIA to Seaport	Per container		
7	Stuffing container at the client's warehouse	Per container		
8	Forklift fee per container (if applicable)	Per container		

9	Other Miscellaneous fees	Per container		
10	Daily storage fee (please state grace period)	Per cntr/day		
11	Additional charges for the Dangerous Goods (DG) per container (provide carrier rates if applicable)	Per container		
12	Daily Port Plugin Charges for Reefer containers	Per cntr/day		
	<b>TOTAL</b>			

\*This estimated amount is based on total estimated Government requirements. This means that if more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less than the amount shown.

4.B. SECOND OPTION YEAR PRICES

Option Term: Twelve (12) Months ; June 1, 2023- May 31, 2024

**Air Freight - Import**

NO	SERVICE DESCRIPTION	Unit of Measure	Unit Price USD	Total Estimated Price USD
1	Customs Clearance and Documentation per shipment	Per Shipment		
2	Cargo Handling Fee per KG	Per kg		
3	Airline Service Fee per KG	Per kg		
4	Customs warehouse handling Fee per KG	Per kg		
5	Import documentations per shipment	Per shipment		
6	Disbursement Charges per shipment	Per shipment		
7	Transportation/ delivery charges within the Airport per trip (Please provide price range e.g 0kg - 100kg, 101kg - 300 etc)	Per delivery		
8	Offloading cargo at the client's	Per		

	warehouse (Please provide price range e.g 0kg - 100kg, 101kg - 300 etc)	shipment		
9	Airport storage (please indicate free period if applicable)	Per kg/day		
	<b>TOTAL</b>			

### Air Freight - Export

1	SERVICE DESCRIPTION	Unit of Measure	Unit Price USD	Total Estimated Price USD
2	Customs Clearance and Documentation per shipment	Per Shipment		
3	Cargo Handling Fee per KG	Per kg		
4	Airline Service Fee per KG	Per kg		
5	Customs warehouse handling Fee per KG	Per kg		
6	Documentations per shipment	Per shipment		
7	Disbursement Charges per shipment	Per shipment		
8	Transportation/collection charges (Please provide price range e.g 0kg - 100kg, 101kg - 300 etc)	Per delivery		
9	AWB Fees	Per shipment		
10	Airport storage (please indicate free period if applicable)	Per kg/day		
11	Transshipment fees at transit airport	Per shipment		
	<b>TOTAL</b>			

### Sea Freight Import

NO	SERVICE DESCRIPTION	Unit of Measure	RATE 20' Container USD	RATE 40' Container USD
1	Customs Clearance and Documentation fee per container	Per container		
2	Delivery Order Charges (DO) per container	Per container		
3	Terminal Handling Charges (THC) per container	Per container		
4	Full out container fee per container	Per container		
5	Fiscal security stamp per container	Per container		
6	Transport charges from Mogadishu Seaport to Airport	Per container		
7	De-stuffing container at the client's warehouse	Per container		
8	Forklift fee per container (if applicable)	Per container		
9	Return Empty container to Mogadishu Seaport	Per container		
10	Daily storage fee (please state grace period)	Per cntr/day		
11	Additional charges for the Dangerous Goods (DG) per container (provide carrier rates if applicable)	Per container		
12	Daily Port Plugin Charges for Reefer containers	Per container/day		
	<b>TOTAL</b>			

### Sea Freight Export

NO	SERVICE DESCRIPTION	Unit of Measure	RATE 20' Container USD	RATE 40' Container USD
1	Customs Clearance and Documentation fee per container	Per container		

2	Bill of Lading Fees	Per document		
3	Terminal Handling Charges (THC) per container	Per container		
4	Municipality fees	Per container		
5	Terminal Fees	Per container		
6	Transport charges from MIA to Seaport	Per container		
7	Stuffing container at the client's warehouse	Per container		
8	Forklift fee per container (if applicable)	Per container		
9	Other Miscellaneous fees	Per container		
10	Daily storage fee (please state grace period)	Per cntr/day		
11	Additional charges for the Dangerous Goods (DG) per container (provide carrier rates if applicable)	Per container		
12	Daily Port Plugin Charges for Reefer containers	Per cntr/day		
	<b>TOTAL</b>			

\*This estimated amount is based on total estimated Government requirements. This means that if more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less than the amount shown.

4.C. THIRD OPTION YEAR PRICES

Option Term: Twelve (12) Months: June 1, 2024- May 31, 2025

**Air Freight - Import**

NO	SERVICE DESCRIPTION	Unit of Measure	Unit Price USD	Total Estimated Price USD
1	Customs Clearance and Documentation per shipment	Per Shipment		

2	Cargo Handling Fee per KG	Per kg		
3	Airline Service Fee per KG	Per kg		
4	Customs warehouse handling Fee per KG	Per kg		
5	Import documentations per shipment	Per shipment		
6	Disbursement Charges per shipment	Per shipment		
7	Transportation/delivery charges within the Airport per trip (Please provide price range e.g 0kg - 100kg, 101kg - 300 etc)	Per delivery		
8	Offloading cargo at the client's warehouse (Please provide price range e.g 0kg - 100kg, 101kg - 300 etc)	Per shipment		
9	Airport storage (please indicate free period if applicable)	Per kg/day		
	<b>TOTAL</b>			

### **Air Freight - Export**

<b>1</b>	<b>SERVICE DESCRIPTION</b>	<b>Unit of Measure</b>	<b>Unit Price USD</b>	<b>Total Estimated Price USD</b>
2	Customs Clearance and Documentation per shipment	Per Shipment		
3	Cargo Handling Fee per KG	Per kg		
4	Airline Service Fee per KG	Per kg		
5	Customs warehouse handling Fee per KG	Per kg		
6	Documentations per shipment	Per shipment		
7	Disbursement Charges per shipment	Per shipment		
8	Transportation/collection charges (Please provide price range e.g 0kg - 100kg, 101kg -	Per delivery		

	300 etc)			
9	AWB Fees	Per shipment		
10	Airport storage (please indicate free period if applicable)	Per kg/day		
11	Transshipment fees at transit airport	Per shipment		
	<b>TOTAL</b>			

### Sea Freight Import

NO	SERVICE DESCRIPTION	Unit of Measure	RATE 20' Container USD	RATE 40' Container USD
1	Customs Clearance and Documentation fee per container	Per container		
2	Delivery Order Charges (DO) per container	Per container		
3	Terminal Handling Charges (THC) per container	Per container		
4	Full out container fee per container	Per container		
5	Fiscal security stamp per container	Per container		
6	Transport charges from Mogadishu Seaport to Airport	Per container		
7	De-stuffing container at the client's warehouse	Per container		
8	Forklift fee per container (if applicable)	Per container		
9	Return Empty container to Mogadishu Seaport	Per container		
10	Daily storage fee (please state grace period)	Per cntr/day		
11	Additional charges for the Dangerous Goods (DG) per container (provide carrier rates if applicable)	Per container		

12	Daily Port Plugin Charges for Reefer containers	Per container/day		
	<b>TOTAL</b>			

### Sea Freight Export

NO	SERVICE DESCRIPTION	Unit of Measure	RATE 20' Container USD	RATE 40' Container USD
1	Customs Clearance and Documentation fee per container	Per container		
2	Bill of Lading Fees	Per document		
3	Terminal Handling Charges (THC) per container	Per container		
4	Municipality fees	Per container		
5	Terminal Fees	Per container		
6	Transport charges from MIA to Seaport	Per container		
7	Stuffing container at the client's warehouse	Per container		
8	Forklift fee per container (if applicable)	Per container		
9	Other Miscellaneous fees	Per container		
10	Daily storage fee (please state grace period)	Per cntr/day		
11	Additional charges for the Dangerous Goods (DG) per container (provide carrier rates if applicable)	Per container		
12	Daily Port Plugin Charges for Reefer containers	Per cntr/day		
	<b>TOTAL</b>			



\*This estimated amount is based on total estimated Government requirements. This means that if more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less than the amount shown.

4.D. FOURTH OPTION YEAR PRICES

Option Term: Twelve (12) Months; June 1, 2025- May 31, 2026

**Air Freight - Import**

NO	SERVICE DESCRIPTION	Unit of Measure	Unit Price USD	Total Estimated Price USD
1	Customs Clearance and Documentation per shipment	Per Shipment		
2	Cargo Handling Fee per KG	Per kg		
3	Airline Service Fee per KG	Per kg		
4	Customs warehouse handling Fee per KG	Per kg		
5	Import documentations per shipment	Per shipment		
6	Disbursement Charges per shipment	Per shipment		
7	Transportation/ delivery charges within the Airport per trip (Please provide price range e.g 0kg - 100kg, 101kg - 300 etc)	Per delivery		
8	Offloading cargo at the client's warehouse (Please provide price range e.g 0kg - 100kg, 101kg - 300 etc)	Per shipment		
9	Airport storage (please indicate free period if applicable)	Per kg/day		
	<b>TOTAL</b>			

**Air Freight - Export**

1	SERVICE DESCRIPTION	Unit of Measure	Unit Price USD	Total Estimated Price USD
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2	Customs Clearance and Documentation per shipment	Per Shipment		
3	Cargo Handling Fee per KG	Per kg		
4	Airline Service Fee per KG	Per kg		
5	Customs warehouse handling Fee per KG	Per kg		
6	Documentations per shipment	Per shipment		
7	Disbursement Charges per shipment	Per shipment		
8	Transportation/collection charges (Please provide price range e.g 0kg - 100kg, 101kg - 300 etc)	Per delivery		
9	AWB Fees	Per shipment		
10	Airport storage (please indicate free period if applicable)	Per kg/day		
11	Transshipment fees at transit airport	Per shipment		
	<b>TOTAL</b>			

### Sea Freight Import

NO	SERVICE DESCRIPTION	Unit of Measure	RATE 20' Container USD	RATE 40' Container USD
1	Customs Clearance and Documentation fee per container	Per container		
2	Delivery Order Charges (DO) per container	Per container		
3	Terminal Handling Charges (THC) per container	Per container		
4	Full out container fee per container	Per container		
5	Fiscal security stamp per container	Per container		

6	Transport charges from Mogadishu Seaport to Airport	Per container		
7	De-stuffing container at the client's warehouse	Per container		
8	Forklift fee per container (if applicable)	Per container		
9	Return Empty container to Mogadishu Seaport	Per container		
10	Daily storage fee (please state grace period)	Per cntr/day		
11	Additional charges for the Dangerous Goods (DG) per container (provide carrier rates if applicable)	Per container		
12	Daily Port Plugin Charges for Reefer containers	Per container/day		
	<b>TOTAL</b>			

### Sea Freight Export

NO	SERVICE DESCRIPTION	Unit of Measure	RATE 20' Container USD	RATE 40' Container USD
1	Customs Clearance and Documentation fee per container	Per container		
2	Bill of Lading Fees	Per document		
3	Terminal Handling Charges (THC) per container	Per container		
4	Municipality fees	Per container		
5	Terminal Fees	Per container		
6	Transport charges from MIA to Seaport	Per container		
7	Stuffing container at the client's warehouse	Per container		

8	Forklift fee per container (if applicable)	Per container		
9	Other Miscellaneous fees	Per container		
10	Daily storage fee (please state grace period)	Per cntr/day		
11	Additional charges for the Dangerous Goods (DG) per container (provide carrier rates if applicable)	Per container		
12	Daily Port Plugin Charges for Reefer containers	Per cntr/day		
	<b>TOTAL</b>			

Cargo Clearance Services (Packing and Shipping) – US Embassy Mogadishu.

Base Year NTE \$49,000USD	June 1, 2021- May 31, 2022
Option Year 1 NTE \$49,000USD	June 1, 2022- May 31, 2023
Option Year 2 NTE \$49,000USD	June 1, 2023- May 31, 2024
Option Year 3 NTE \$49,000USD	June 1, 2024- May 31, 2025
Option Year 4 NTE \$49,000USD	June 1, 2025 -May 31, 2026

**Base plus All Option Year Total NTE \$245,000USD**

Note: Funds will be obligated on task/delivery orders

\*This estimated amount is based on total estimated Government requirements. This means that if more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less than the amount shown.

The Government will not consider any claim for any additional compensation unless it has been authorized by the Government in writing in advance. The Government shall not be responsible for any work performed that is not specifically provided for under this contract or authorized by the Government in writing in advance.

**ORDERS**

All requests for shipments or performance of individual jobs under this contract shall be issued via an order placed by the Contracting Officer. This task order will contain the following information:

- (a) Name of Contractor,
- (b) Contract number
- (c) Date of purchase

- (d) Purchase number
- (e) Name of person placing order
- (f) Itemized list of shipment and services furnished
- (g) Quantity, unit price, and total price of each item or service, less applicable discounts

Orders may be placed orally initially, but must be followed up in writing within 48 hours via issuance of a task order. Only a Contracting Officer or representative may place an order, either orally or in writing.

(1) As the need for services arises, the Government will develop a price estimate. If the estimate does not exceed US \$10,000, the Government will follow the procedures in paragraph (2) below. If the estimate exceeds US \$10,000, the Government will follow the procedures in paragraph (3) below.

(2) Orders not exceeding US \$10,000 - The Government will select a contractor for issuance of the order. This decision will be based on the Government's best interests, which may include factors such as estimated price and past performance record.

(3) Orders exceeding US \$10,000 - Unless one of the exceptions in paragraph (5), below, applies, the Government will follow one of the following two scenarios:

(a) The Government will request each contractor to perform, AT NO COST TO THE GOVERNMENT, a pre-shipment survey after which the Contractor will present an estimate to the Government. Whether or not the Contractor is selected for an individual order, the Government shall not be liable for any claim from the Contractor for the costs of performing the pre-shipment survey. Selection will be based on a combination of estimated price and past performance information; or

(b) If the Contracting Officer can establish which Contractor's prices will result in the lowest price for the individual order without requesting a pre-shipment survey, the Government will make its award selection based upon the prices set forth in the contract and past performance information gained as a result of contractor performance under this contract.

(4) Regardless of whether the procedures in paragraph (2) or (3) above were followed, selection of contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the contract. However, the Department of State does have an Acquisition Ombudsman who will review complaints by contractors to ensure that all contractors are afforded a fair opportunity to be considered for these task orders, pursuant to the procedures for award of task orders established herein.

(5) Exceptions to the procedures in paragraph (3) above:

- (a) The agency need for the required services is of such urgency that providing such competitive opportunity would result in unacceptable delays;
- (b) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- (c) It is necessary to place an order to satisfy a minimum guarantee.

#### DELIVERY SCHEDULE

The following items shall be delivered under this contract.

<u>Description</u>	<u>Qty</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
Written Estimate (if required)	1	upon COR request	COR
Inventory List	6	each assigned packing effort	Contractor - original Client - one COR - four
Pre-shipment Survey	1	before each assigned packing effort of household effects	COR Client
Changes in Date/Time of Packing	2	two (2) hours before scheduled time/date	COR Client
Stock Levels Records	1	Throughout period of performance	COR
Non-negotiable Warehouse Receipt	1	25 calendar days after pickup storage at the GOV facility	COR - original
Notification of Completion of Services	1	immediately upon completion of required services	COR and client
Notice of Availability for Shipment	1	completion of each assigned packing effort	COR
Request for Shipping	1	24 hours after Notice of Availability	COR
Required Shipping	1	by date of	COR

Documentation		embarkation	
Receipt of Effects and Unaccompanied Air Baggage Delivery Receipt	1	upon discovery	COR
	1	upon completion of delivery and/or unpacking	COR - copy
Inventory List of Articles Lost or Damaged in Shipment	3	7 calendar days after delivery of goods	Contractor – original COR – one Client – one
Weight Certificate	1	submission with each invoice	COR
Government Identity Cards	# issued	returned upon expiration of contract or when an employee leaves contractor service	COR

7. INVOICES AND PAYMENT

(a) Individual invoices shall be submitted for each order, accompanied by the task order and task order number. Invoices shall be submitted in the original with three (3) copies to the Contracting' Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

[MogadishuPayables@state.gov](mailto:MogadishuPayables@state.gov)

(b) An acceptable invoice containing expenditures for international air and sea shipments on foreign flag air carriers or vessels shall include the appropriate certificate or waiver for a U.S. carrier. The Government will disallow expenditures for international air on foreign flag air carriers unless the appropriate certificate or waiver is attached to invoices. The certification used in clause 52.247-63, Preference for U.S.-Flag Air Carriers, satisfies the justification requirement.

8. GOVERNMENT APPROVAL AND ACCEPTANCE OF CONTRACTOR EMPLOYEES.

The Contractor shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the Contractor, including

recommendation(s) from their respective supervisor(s). Also required: (1) a police check covering criminal and/or subversive activities; (2) a check of personal residence, and (3) a credit investigation. The Contractor shall provide all such investigations in summary form to the COR for review and approval or disapproval. THE CONTRACTOR SHALL NOT USE ANY EMPLOYEES UNDER THIS CONTRACT WITHOUT GOVERNMENT APPROVAL.

9. KEY PERSONNEL.

The Contractor shall assign to this contract the following key personnel.

<u>Position/Function</u>	<u>Name</u>
Project Manager/Equivalent	_____

The Project Manager shall be fluent in the English language. During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

10. PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services under this contract.

11. INSURANCE

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry during the entire period of performance the following minimum insurance:

<u>Comprehensive General Liability</u> Bodily injury	\$10,000 per occurrence
<u>Workers' Compensation and Employer's Liability</u> Workers' Compensation and Occupational Disease	Statutory, as required by host country law
Employer's Liability	\$10,000

12. BONDING OF EMPLOYEES

The Government imposes bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to



equipping of any employees engaged in providing services under this contract, if legally required by the local government or local practice.

### 13. PERMITS

At no cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal.

ATTACHMENT 1  
PERFORMANCE WORK STATEMENT CONTINUATION  
PACKING AND SHIPPING

1. GENERAL

The Contractor shall provide services for the United States Mission, in Mogadishu Somalia. This consists of packing, freight handling, forwarding, cargo storage, customs clearance and other related services that apply to shipments originating from, consigned to, routed through, and/or moved within the geographic area(s) of Mogadishu, Somalia.

The Contractor shall furnish all managerial, administrative, direct labor personnel, materials and transportation that are necessary to accomplish all work required. Contractor employees shall be on site only for performance of contractual duties and not for other business purposes. Performance requirements for required work are described below.

2. DEFINITIONS

"Article" means one item, piece, or package and contents thereof received by the Contractor as listed on the inventory. It can be household effects, professional books, papers and equipment, privately-owned vehicles, or general effects included in a shipment.

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

"Cargo" means any items consigned to the Contractor under this contract for inbound or outbound shipment, whether consisting of household effects or U.S. Government-owned materials.

"Client" means all United States mission personnel for whom the required services are to be rendered.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section 2 of this contract/purchase order.

"Cube" means the cubic measure of space occupied by a given article after it has been packaged for shipment.

"Estimator" means the contractor employee who has the responsibility to evaluate and provide calculations of the price of packing work to be undertaken. This employee shall provide all calculations in writing.

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

"Gross Weight" means the weight of the packed lift van, crate or shipping container, including the articles packed therein and all materials used for wrapping, cushioning, banding, waterproofing, packaging, blocking and bracing the container.

"Household Effects" or "HHE" means those items that are the personal property of Embassy officials and members of their family, and are therefore to be packed and transported at U.S. Government expense. This includes furniture, personal effects and consumables that, because of volume and weight, are shipped via surface freight. (Note: See the clause in Section 1, Attachment 2, and paragraph 5 entitled "Prohibited Items" for a listing of items which are not to be packed or transported at U.S. Government expense).

"Inventory" means a contractor-prepared list originated at the time the goods are packed. Each inventory is to be reviewed and signed by the client then turned over to the Contracting Officer's Representative.

"Lift Van" means a wooden storage crate.

"Modular Containers" – lift vans that are reduced in size to accommodate a particular shipment.

"Net Weight" means the gross weight of a shipment less its tare weight.

"Ordering Officer" means the Contracting Officer of the U.S. post. If a GBL is used, the ordering officer does not have to be a warranted Contracting Officer.

"Packing" means the activities required to wrap and protect an article, properly place the article in appropriate carton or box, and stow the article and its carton or box in a lift van of sufficient size and constructed in accordance with post specifications; includes obtaining customs clearances and required documentation for shipment, via surface or air as appropriate.

"Packaging" means application or use of protective measures, including appropriate protective wrappings, cushioning and interior containers.

"Professional books, papers, and equipment" means reference material, instruments, tools, and equipment peculiar to technicians, mechanics and members of the professions and special skill areas; specialized, job-related clothing not considered to be normal or usual clothing; communication equipment used by members in association with their particular specialty; and military and individually owned or specifically issued field clothing and equipment.

"Services" means the services performed, workmanship, and material furnished or used in the performance of the services.

"Storage Pack" means the final result of wrapping and protecting of articles, and then properly placing these articles in appropriate cartons and boxes, and then storing these articles/cartons in storage pallet boxes as loose pack storage.

"Tare Weight" means the weight of an empty shipping container, excluding all materials used for wrapping, cushioning, banding, waterproofing, packaging, blocking and bracing articles within the exterior container.

"Unaccompanied Air Baggage (UAB)" means that portion of the total weight allowance of personal property that the client is permitted to ship via airfreight. UAB typically includes those items required for short-term housekeeping, such as clothing, linen, and kitchen items.

### 3. GENERAL REQUIREMENTS

Packing of client household effects (HHE) and Government-owned materials for transportation is a highly specialized function. The measure of performance shall be the condition of packed articles upon arrival at their destination. The Contractor must appreciate the importance of family possessions and U.S. Government property and always take the greatest care in handling and packing such articles.

### 4. PACKING SPECIFICATIONS AND RESPONSIBILITIES

Labor employed to perform services under this contract shall be experienced and competent in the performance of such services. Those employees who perform services at the client's office or residence shall be neat and in uniform identifying them as employees of the Contractor.

The Contractor agrees to provide complete services for surveying, packing, crating, weighing, and marking of household effects, surface baggage and official Government shipments of commodities including, but not limited to, household effects, office and residential furniture, vehicles, and equipment and supplies for shipment within and from Somalia. Such services will be performed on goods located primarily within the Mogadishu metropolitan area, but also other areas of Somalia as requested.

The Contractor shall provide all necessary packing and crating material required by this specification and standard industry practice for the services under this contract.

At the request of the Contracting Officer's Representative (COR), the Contractor shall survey the goods to be packed and furnish the Government with a written estimate of the weight and required number of lift vans or other containers in which to pack the goods to be shipped. The Contractor shall transport packing materials and vans to the designated location ready to perform the services required on the date and at the same time specified by the COR. The Government shall notify the Contractor 48 hours in advance, unless otherwise mutually agreed. Any services performed outside of normal business hours as may be agreed upon between the parties to this contract shall be for the mutual

convenience of the contracting parties and shall create no liability on the part of the Government for overtime or premium pay charges.

The Contractor agrees to provide export packing and related services using the best commercial practices to insure a shipment of the least tare weight and smallest cubic measurement compatible with assurance of transportation to destinations without damage or pilferage to containers or contents. Export packing shall include, but shall not be limited to, the following actions by the Contractor:

Padding, dunnage and packing into cases, barrels or crates of all fragile items.

Wrapping in waterproof paper and padding all items of furniture, television sets and other valuable equipment. The Contractor shall crate these items. The Contractor shall place these items in the lift vans so as to prevent damage or shifting while in transit.

Padding securely all mirrors and framed pictures, marble tops, etc., in crates made to the proper size of good packing grade dry lumber with least tare weight.

All rugs and carpets shall be mothproofed with crating or wrapping without folding.

Packing clothing items, linens, bedding, lampshades and similar items in containers lined with tissue paper, carefully, to prevent excessive wrinkling or folding.

Freezers or refrigerators shall be dry inside and the Contractor shall pad and secure all removable shelving and interior parts to prevent breakage or damage.

Applying tightly and securely adequate steel banding to all wooden cases and containers and to the outside of other appropriate containers that may be used for shipments.

## 5. INVENTORY SYSTEM

In conjunction with the client or his/her agent, the Contractor shall prepare six copies of an Inventory List of all articles packed, bearing the signature of the client or his/her agent together with the signature of the Contractor, both certifying to the correctness of the inventory. The Contractor shall ensure diligence in recording any unusual condition of the goods being packed by the Contractor. The inventory shall list each article. Words such as "HOUSEHOLD EFFECTS" or other general descriptive terms such as marred, scratched, soiled, worn, torn, gouged, and the like shall be avoided unless they are supplemented with a statement describing the degree and location of the exception. Care in the preparation of the initial inventory will assist in protecting the client of the property and the Contractor in the event of loss and/or damage. Inventory Lists shall specify the name of the client of the goods, the date of shipment and the name of the Contractor, and contain on the form an explanation of the condition symbols and location symbols. The original of the Inventory List will be retained by the Contractor; one copy shall be given to the client or the client's agent; and the remaining copies shall be forwarded to the COR.

## FREIGHT HANDLING

The Contractor shall act on behalf of the Government on any selected incoming and outgoing Government cargo that may be assigned to the Contractor under this contract, including the effecting of necessary transport of Government cargo within Somalia. The Contractor accepts full responsibility for any and all losses and/or damage, from the time such cargo is received into the hands of the Contractor until it is released into the custody of the Government as evidenced by a signed receipt. The Contractor further agrees that in any instance involving loss or damage to the Government cargo, where the Contractor fails to exercise reasonable diligence, the Contractor shall assume full responsibility for such losses or damage including payment of claims for such losses or damage.

The Contractor shall transport all incoming Government cargo handled under the contract from commercial facilities at Aden Adde International Airport, Mogadishu to the final destination in the Embassy compound in Aden Adde International Airport area or elsewhere in Somalia including off-loading from the Contractor's vehicle, as specified by the COR unless otherwise directed by the COR in writing to the Contractor.

The Contractor shall not place cargo in any warehouse at Government expense without prior approval of the COR.

## 7. CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for strict adherence to all instructions and quality requirements stated in this contract and shall provide the appropriate management effort to ensure that all services are performed. Each packing or unpacking team shall have a team leader to supervise the workforce and serve as a liaison with the COR. This designated person shall have supervision as his/her function during the time the Contractor is in the client's facility or residence and when Household Effects, Unaccompanied Baggage, or other cargo is being loaded into lift vans or other shipping containers.

### Work Skills and Experience

The Contractor shall ensure that all personnel assigned to this contract possess the skills and experience necessary for accomplishing their individual tasks.

### English Language Qualifications

Each Team Leader must possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position. The remaining staff must be able to follow simple instructions in English, and must be able to completely understand the instructions of the Team Leader.

The Contractor's employees shall not at any time:

- (a) Smoke in the client's facility or residence;

- (b) Arrive at the facility or residence under the influence of drugs or alcohol, or even with alcohol on the breath;
- (c) Drink alcoholic beverages on the job, even if offered;
- (d) Use the client's bathroom or towels without permission;
- (e) Engage in prolonged discussion or argument regarding the job;
- (f) Perform any work for the client not specified in this contract; or
- (g) Request or accept any articles or currency as a gratuity from the client for work performed under this contract.

## 8. SCHEDULING AND PLANNING SHIPMENT PICKUPS

The COR receives requests from clients for Household Effects pack out dates, and will coordinate the scheduling of shipments with the Contractor. The COR will give the Contractor a completed "Request for Shipment" form which is the notification of scheduling and authority to proceed if "confirmed" is indicated. This form will not be given to the Contractor unless a task order has already been issued by the Contracting Officer. If "tentative" is checked, the Contractor shall contact the COR for information/instructions.

### Pre-shipment Survey

Before the UAB, HHE and cargoes are packed, the Contractor shall, in connection with each instance of household effects services in this contract, make an on-site pre-shipment survey of the items to be shipped and/or stored to determine the approximate net weight of each category. The survey shall be conducted by an approved estimator. The survey must list the major items of furniture, appliances and equipment which are to be included in the shipment and/or storage lot. It must also state the number of cartons and crates necessary to properly protect the loose and fragile items. The Contractor shall give a copy of each survey, signed and dated by the estimator, indicating total estimated net weight of both the export shipment and storage lot to the client ***within 24 hours***, upon completion of the pre-shipment survey. A pre-shipment survey which deviates more than ten percent, either high or low, in either the export or storage estimates, will be documented by the COR in the Contractor's performance file. A pre-shipment survey will not normally be required for shipments other than household effects shipments.

## 9. DURATION OF PACKING

The Contractor shall perform all packing and/or pickup of household goods and personal effects on the date beginning and at the time agreed upon between the Contractor and the client or his/her agent. The client shall be any person the COR specifies as the client in the "Request for Shipment" form authorizing service. All services performed shall be performed on normal workdays between the hours of 8am and 5pm. Services may only be performed at the residence before 8am or after 5pm on normal workdays, or other than normal workdays with the mutual agreement of the parties. This agreement shall create no liability on the part of the Government for overtime or premium pay or other charges to be paid to the Contractor's employees. If the packing and/or pickup crews will arrive more than two hours later than the scheduled time agreed upon, the Contractor shall

notify both the client and the COR in advance. Authorization for any changes in date and time must be authorized by the COR.

## 10. WEIGHT

### Tare Weight Limitation

Whether for official shipments or for household effects, the tare weight shall not exceed 45% of the net weight of the articles packed. If it appears that the 45% limitation will be exceeded, the Contractor shall obtain advance approval of the COR before proceeding with the packing. The tare weight and cube of each shipment shall be the minimum that will afford adequate protection to the items being packed. Contractor shall weigh containers before packing in order to calculate net weight.

### Shipping Weight

The Contractor will be advised in writing by the COR as to the maximum weight allowance to be shipped and/or stored. The Contractor shall not exceed these weights without the COR's consent. If the shipment portion exceeds the maximum authorized weight, the COR must be informed. The Contractor shall remove items specified by the COR at no additional cost to the Government or employee. If a shipment is forwarded which exceeds the maximum weight designated in writing by the COR, the Contractor shall be responsible for all costs on that portion of the shipment which exceeds the maximum weight designated.

## 11. RECORD KEEPING REQUIREMENTS

### Inventory Lists

The Contractor shall prepare a complete, accurate and legible Inventory List in English as the articles are packed. The client will review and sign the list. The original will be retained by the Contractor; one copy shall be given to the client or the client's agent; and the remaining copies shall be forwarded to the COR immediately after the packing is completed. All exceptions as to the condition of goods listed on the Inventory List must be brought to the client's attention before goods are removed from the government premises. The Inventory List must be signed by the client and the Contractor's Team Leader, both certifying to the correctness of the Inventory List.

The Inventory List shall show the number and contents of each carton, listed by the correct name in English and the date of shipment; lot number; name of Contractor; container (lift van); and, an explanation of the condition symbols used. The Contractor shall give a copy of the Inventory List to the client. Care in the preparation of the initial inventory will assist in protecting the owner of the property and the Contractor in the event of loss and/or damage. When there are two or more shipments, each shipment shall have a separate inventory and lot number. Copies of all Inventory Lists shall be provided to the COR by the Contractor.

The Inventory List shall also indicate by number which cartons are loaded into the respective shipping containers/lift vans.



The client's name shall appear on each sheet of the Inventory List, and the last sheet must also indicate the total number of boxes, total number of shipping crates (lift vans), net, tare and gross weights, with measurements and total cubic measure.

Art Objects

The packer shall list art objects by their specific names, i.e., drum, picture, mask, etc. The Inventory List shall include the type of material (malachite, wood, metal, etc.) and whether the item is of Somalia origin.

## 12. CONTRACTOR RESPONSIBILITIES FOR U.S. GOVERNMENT FURNISHED MATERIALS

### Packing Material

U.S. Government furnished packing materials (see Attachment 3) is for use in packing shipments only for the U.S. Government under this contract. The Contractor shall be held accountable for all supplies. All supplies not used in the course of a packing job must be returned to storage as the COR directs. The Government may deduct from Contractor invoices the cost of all Government furnished materials drawn but not used or returned.

### Stock Levels

If the COR elects to allow the Contractor to draw and retain stocks of Government furnished packing materials, the Contractor shall maintain records of receipt and issue of such materials, and shall advise the COR when the supply of packing material and cartons reaches a low level, based upon the projected shipping schedule. The Contractor shall notify the COR of low stock levels 30 days in advance of a delivery schedule to allow for delivery of additional materials.

### Crates and Containers/Lift Vans

The Contractor shall mark and report to the COR any Government-owned wooden crates, lift vans, or air freight containers that are unsuitable for reuse. The Contractor shall dispose of these items as instructed by the COR.

## 13. STORAGE AREA REQUIREMENTS

All temporary or permanent storage provided, either for unpacked or packed household effects and unaccompanied air baggage, shall be inside storage buildings and areas that are acceptable to and approved by the COR.

In areas assigned for preparation and storage of household effects and unaccompanied air baggage the Contractor shall prevent pilferage or damage by sunlight, water, or fire. Household effects shall be stored in areas that are dry, well-ventilated, clean, and free from dust, insects and rodents, have adequate fire protection, and are accessible for routine inspection.

The Contractor shall keep aisles, driveways, and entrances free of storage and equipment not being currently handled or operated.

The Contractor shall remove waste or refuse from storage areas or kept in metal containers with tight-fitting metal lids.

Household effects shall be stored on skids, dunnage, pallet bases, elevated platforms, or similar storage aids, maintaining a minimum of two inches of clearance from the floor to the bottom-most portion of the stored goods. The Contractor shall not store property in contact with exterior or interior walls.

#### 14. REQUIREMENTS FOR STORAGE METHODS

The Contractor shall place household effects and unaccompanied air baggage into temporary or permanent storage inside a warehouse on the day of receipt or, in the event of inclement weather, immediately upon receipt.

All loose-packed storage of household effects shall be of the enclosed lift van type. The Contractor shall obtain the COR's approval for any exceptions. Lift vans shall have sound walls and tops and shall be fully enclosed to prevent the entry of dust and other contaminants. The Contractor shall identify all pallet boxes and other boxes and storage containers by affixing to the front of each lift van or container a sign at least 24 centimeters by 15 centimeters in size, type set on poster board material, not hand-printed, with the following legend:

U.S. [insert name of Post]  
(Shipper's Last Name)  
(Lot Number)

All letters on each sign described above shall be at least 5 centimeters in height.

The Contractor shall replace moth repellents upholstered articles at least every six months.

The Contractor shall store rugs in fully enclosed rug tubes or rug cartons in rug racks. No more than two rugs are to be stored in each tube or carton. The Contractor shall replenish moth repellents at least every six months.

The Contractor shall establish and maintain a locator system to enable prompt identification and removal of effects in storage.

The Contractor shall store upholstered and overstuffed furniture in special enclosed lift van containers apart from other effects. Upholstered rooms must be fully enclosed areas containing only articles of furniture in loose-pack storage. Walls must have sturdy framing and be covered with a solid sheathing material such as masonite, cellotex, or plywood of a minimum thickness of one-quarter inch sheathing shall be free of holes and tightly joined to prevent the entry of dust and contaminants. Entry doors into such upholstered storage rooms must be kept closed at all times except during periods of actual placement into and/or removal of furniture. Any other type of upholstered storage must be specifically approved by the COR before use.

## 15. WAREHOUSE RECEIPT

Upon receipt of effects, the Contractor shall prepare a Non-Negotiable Warehouse Receipt. The terms shall be subject to approval by the COR, indicating the American post or other Government Agency as the depositor. If the Warehouse Receipt contains provisions that differ from items in this contract, or that are not contained in this contract, these provisions in the Warehouse Receipt shall have no effect against the United States Government unless the United States Government specifically, in writing, approved each provision at the time the receipt was drafted.

The Warehouse Receipt shall also indicate the name of the owner of the goods, the number of the authorization, the net weight of the storage lot, the number of items deposited, the kind of items and the condition in which they are received. The Contractor shall mail the original of the Warehouse Receipt to the COR within twenty-five calendar days of the pickup of the storage at the Government facility. If access and segregation and/or partial removal is performed, the Contractor shall prepare a new Non-Negotiable Warehouse Receipt and submit it as directed above.

Warehouse facilities must be approved by the COR and meet the following criteria:

Storage buildings shall be constructed, with masonry walls and floors, watertight roofs, and maintained in good condition. The building shall be kept dry, clean, well ventilated, free of dampness, free of moths, rats, mice, and insects, and in orderly condition at all times.

Each building used for storage under this contract shall have as the minimum standard for qualification either:

an acceptable automatic fire detection and reporting system, or an acceptable automatic sprinkler system; or

(2) a fire prevention and control plan, posted and maintained in each building; and necessary fire extinguishers and/or approved fire-fighting apparatus available and in good working order at all times.

In addition, each storage facility must be protected by an adequate water supply for fire fighting and a fire department that is responsive twenty-four hours per day. Statements from the cognizant fire insurance rating organization shall be used by the Government as a definitive basis for determining the sufficiency or adequacy of a fire-fighting water supply and the responsiveness of a fire department to protect a facility.

The Contractor shall insure that all installed fire protective systems shall be accredited by the cognizant fire insurance rating organization for insurance rate credit.

## 16. NOTIFICATION OF COMPLETION OF SERVICES

As soon as the required services for outgoing cargo and unaccompanied air baggage shipments and household effects are completed, the Contractor shall notify the COR and provide the following information:

If a shipment of other than Household Effects:

name and Agency affiliation of employee requesting the shipment, and  
name and Agency affiliation of employee who owns the effects.

Government Agency packing authorization number;

ultimate destination of shipment;

date of pickup, number of pieces and gross weight of shipment; and

e. Bill of Lading or Air Way Bill number assigned to the shipment.

A U.S. Government Bill of Lading (GBL) will be issued for each shipment by the authorizing Government Agency. The GBL will either be:

forwarded by the Government directly to the carrier specified to transport the shipment;  
or

forwarded to the Contractor to be surrendered to the carrier or its agent when the shipment is picked up at the Contractor's premises; or

forwarded to the Contractor to be surrendered to the carrier or its agent when the shipment is delivered by the Contractor to the carrier or his agent.

The Contractor shall obtain a proper receipt from the carrier or its agent at the time the baggage is delivered to the carrier by the Contractor.

Upon completion of each assigned packing effort, the Contractor shall provide to the COR a Notice of Availability for Shipment. On this Notice, the Contractor shall report the identity of each completed export packing effort, and whether each was for Household Effects, UAB, or general cargo. The Contractor shall confirm each such notification by submitting to the COR, within twenty-four hours, four copies of the Inventory List, together with a written request for shipping instructions containing the following information:

- (a) Name of client and Agency affiliation,
- (b) Government Agency packing authorization number,
- (c) ultimate destination of shipment,
- (d) one copy of the export inventory properly prepared, and
- (e) a packing list itemizing the contents of each shipping container by inventory number; Net, Tare and Gross Weight; and a cubic measurement of each shipping container and total shipment.

Upon receipt of the above information, the COR will furnish to the Contractor, in writing:

for any additional shipment marking information; the necessary shipping data; and

a completed and signed U.S. Government Bill of Lading (GBL) for each shipment that the Contractor has reported ready to ship.

The Contractor shall tender the GBL to the carrier specified to transport the shipment to the port of embarkation. The Contractor shall contact the carrier in sufficient time to load the shipment on the carrier's vehicle in time to have the shipment delivered to the port of embarkation by the delivery date designated in the shipping data furnished by the Government. In addition, the Contractor shall ensure that all customs procedures have been accomplished, and shall obtain required documentation for all shipments. The Contractor shall notify the COR in writing if and why any shipment cannot be delivered to the port of embarkation by the date specified. Failure to provide this notice before the latest delivery to the pier may subject the Contractor to any liquidated damages to be paid by the Contractor to the carrier.

#### 17. REQUIREMENTS FOR THE DELIVERY AND UNPACKING OF HOUSEHOLD EFFECTS, UNACCOMPANIED AIR BAGGAGE (UAB) AND GENERAL CARGO

##### Receipt of Household Effects and Unaccompanied Air Baggage

The Contractor shall notify the COR immediately if any shipment is received in damaged condition. The Contractor shall make notation of any visible loss or damage on the reverse side of the Government Bill of Lading and/or on carrier's delivery receipt. Loose-packed effects shall be properly inventoried on receipt and immediately placed in proper palletized storage. If it is necessary to unload a steamship container and place the effects into loose-pack storage prior to delivery, the Contractor shall prepare and sign an Inventory List when the effects are removed from the container and placed into storage.

##### Delivery of Household Effects and Unaccompanied Air Baggage To a Residence

The placing of Household Effects and UAB in the client's residence, as specified, shall include, but not be limited to:

the laying of pads and rugs;

placing of items of furniture within rooms;

setting up of beds, including the placing of springs and mattresses on bed frames; and

the placing of all kitchenware, dinnerware, glassware, silverware, linens and other miscellaneous items in locations specified by the client or his/her representative.

The Contractor is not required to move furniture within the residence after the first placing of furniture.

The Contractor shall inquire of the client at the time arrangements are made for delivery, if the shipments include large items such as pianos, freezers, refrigerators, etc. The Contractor shall have piano boards and other necessary tools and equipment on hand to open containers and safely move these items.

The Contractor shall unpack the client's household effects and remove all debris the same day the effects are delivered, or by the close of the next working day; unless the client requests removal of debris at a later date.

The Contractor shall place UAB in the client's residence in packed or crated condition.

The Contractor shall cut strapping and open crates when requested by the client or his/her authorized agent.

The Contractor shall use a tarpaulin or other floor covering suitable for protection of floors while work is in progress.

#### Obtaining Delivery Receipt

The Contractor shall obtain a delivery receipt in triplicate signed by the client or his/her authorized agent upon completion of the delivery and/or the unpacking and placing of the household effects in the residence. The Contractor shall retain the original of this receipt and submit copy with the invoice for payment and provide one to client

The Contractor shall prepare a separate Inventory List, signed by the client or his/her agent, listing all articles lost or damaged and describing such loss or damage. The Contractor shall submit this Inventory List to the COR within seven calendar days after delivery of the goods.

#### Removal of Debris and Return of Containers

The Contractor shall, upon completion of delivery and unpacking services, remove all trash dunnage, and debris from all shipping vans and containers. The Contractor shall deliver promptly all empty steel vans, and other special-type containers, to the carrier or its authorized local agent. The Contractor shall release steamship containers immediately after unloading, to the local agent of the delivering carrier. In addition, at the option and discretion of the COR, the Contractor shall deliver containers owned by the Department of State to a local warehouse or depository as designated by the post. All other vans and containers, after completion of service, shall become the property and responsibility of the Contractor.

## 18. VEHICLES

The Contractor shall provide all vehicles necessary for the performance of this contract.

The Contractor shall provide all fuel and lubricants for the vehicles.

The Contractor shall provide the necessary vehicles of appropriate size (2.5 tons or more) for local transportation of shipments and Unaccompanied Air Baggage.

The Contractor shall maintain its vehicles in the proper mechanical condition to assure their full availability when needed, and to assure that shipments are reliably and safely transported from the residence to the appropriate staging area. If the Contractor encounters mechanical difficulties that prevent the scheduled completion of a scheduled pick-up, the Contractor shall immediately obtain a suitable substitute vehicle at no additional cost to the Government. Non-availability of suitable vehicles shall not constitute acceptable justification for late pickup or delivery, or for additional costs to the Government.

#### 19. COMPUTATION OF WEIGHTS

Gross Weight - see "Definitions," paragraph 2.

Net Weight - See "Definitions," paragraph 2.

Gross Weight is calculated by adding the Net Weight of the contents to the weight of the shipping container and any bracing material used to secure articles in the container. The Contractor shall designate and the COR shall approve a scale to be used for determination of shipment weights. The scale must be officially certified by the responsible Somalia government official/office as accurate and must continually display documentation in testimony thereof. All official certificates of accuracy must be periodically updated and recertified to ensure there is no lapse of certification.

The COR or an appointed representative may be present at the scale site when any shipment weight is taken to witness the accuracy of the reading. The Contractor shall submit to the COR with each invoice a weight certificate, signed by the Government employees for whom services were rendered, and the name of any Government employee who witnessed the weight reading.

When the Net Weight of a shipment has not been determined by actual measurement before shipment occurs, for payment purposes the Net Weight shall be defined as two thirds of the Gross Weight of the shipment. With the invoice for each shipment, the Contractor shall submit a written justification describing why the shipment could not be weighed before it was shipped.

#### 20. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance,



and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all shipping and packing services set forth in the scope of work.	1. thru 19.	All required services are performed and no more than one (1) customer complaint is received per month.

Monitoring Performance

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

Standard

The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause, FAR 52.212-4 Contract Terms and Conditions-Commercial Items, if any of the services exceed the standard.

21. PROCEDURES

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

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

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

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

## ATTACHMENT 2 PACKING SPECIFICATIONS

### CONTAINER SPECIFICATION

Containers to be used for export shipments of effects under this contract must be soundly constructed of waterproof plywood, lined with a waterproof barrier, and reinforced with an inside framework. Wooden containers must be heat treated or fumigated based on the requirements of the destination country. Containers shall be designed to eliminate damage to the effect from exposure to inclement weather, salt water, salt atmosphere, and possible violent external forces incident to ocean and/or inland transportation and rough handling, so as to insure safe and undamaged arrival of the effects at the destination. The top of the container shall have metal roofing for shipments transiting areas of heavy rain or snowfall. Caulking compound must be used when wooden container panels are assembled to insure watertight joints.

When container shipping services are available, the containers shall be shipped and stowed inside the ship's containers; therefore, the containers shall be of the cubic measurements designed to take maximum advantage of the inside measurements of the ship's containers.

The modular containers provided by the Government used under this contract are the sole property of the Government, and shall be handled carefully to allow subsequent reuse with minimum repair or refurbishing.

When the Government specifies use of a used modular container in export shipment of household effects under this contract, the Contractor shall offer in its invoice and equitable discount from the applicable contract rate. The amount of such discount will vary according to the extent of repair needed, or other conditions of the used containers, and shall be determined on an individual case basis upon mutual appraisal by the Contractor and the COR.

### 2. STANDARDS FOR PACKING HOUSEHOLD EFFECTS (HHE) AND UNACCOMPANIED AIR BAGGAGE (UAB)

Household Effects (HHE) and Unaccompanied Air Baggage (UAB) should be packed in a manner requiring the least cubic measurement, producing packages that will withstand normal movement without damage to crates, lift vans, cartons, or contents and at a minimum of weight. Further, the number and weight of boxes, crates or lift vans shall not be greater than necessary to accomplish efficient movement.

### 3. WRAPPING AND PACKING

The Contractor shall wrap all articles subject to breakage, denting, scratching, marring, soiling, chafing, or damage at the specified pickup site, using wrapping material to prevent such damage. The Contractor shall use the following guidelines:

Establish a work area in a room with easy access to the majority of the items to be packed.

Cover floors of residences with drop cloths or canvas to protect the surface while work is in progress.

Keep packing materials together; do not allow them to become scattered throughout the house.

All packing materials, boxes, and containers must be dry, clean, in sound condition, free of substances that might damage the contents, and of sufficient strength to protect the contents.

Use new cartons for packaging box springs, mattresses, linens, bedding and clothing.

Pack and seal chinaware, mattresses, box springs, clothing, kitchenware, small electrical appliances, books and similar items at residence.

Disassemble large or bulky items if this can be done without damage to the item. Securely wrap and clearly mark nuts, bolts, screws, or other hardware in plastic or paper. This packet should be securely attached to the articles from which removed, but not in a manner that could damage the article.

Legs or other articles removed from furniture shall be properly wrapped, bundled together, identified (such as "dining room table legs, 6 each") and listed separately on the Inventory List indicating the items on the Inventory List to which they belong. Ensure all screws and all other hardware which may be removed from any articles of furniture or other items, are properly identified and marked accordingly in addition to being bundled together with the items they should accompany.

Make a note of the articles requiring special handling and assure that these items are packed, handled and containers marked accordingly.

Before leaving the premises, check with the client to make sure all desired packing has been completed. If packing is completed, clean up and remove all debris from the area. Contractor employees should be prepared with adequate tools necessary for this action.

#### 4. PROHIBITED ACTIONS

Contractor employees shall not:

Attempt to disassemble, assemble, or repair electrical appliances or mechanical items;

Disconnect or connect any gas appliances;

Touch lamp shade coverings or other items which could suffer stains;

Pack irons, kitchenware or other heavy pieces in barrels containing china, glassware or other breakable items;

Place pictures or mirrors between layers of bedding or linen;

Pack heavy articles on top of shoes;

Wrap books, lamp shades, linens or other light-colored items in newspaper, as the newsprint will rub off and stain;

Pack cleaning compounds, soap, furniture polish or medicine in the same carton with groceries;

Pack cleaning compounds, soap, furniture polish or medicine in the same carton with clothing or paper;

Place any other items in cartons with lampshades or load any boxes beyond their capacity.

## 5. PROHIBITED ITEMS

### **Contractors SHALL NOT pack:**

Live animals, birds, or plants;

Trailers, with or without other property;

Boats or component parts, including outboard motors;

Aircraft;

Alcoholic beverages, if the shipment is to the United States;

Groceries and provisions, other than those for consumption by client and immediate family;

Coins, currency, valuable papers, or jewelry (the client must retain custody of these articles); or

(h) Dangerous items such as loaded firearms, ammunition, explosives, flashbulbs, matches, flammables, acids, paints, or aerosol containers.

## 6. SPECIAL HANDLING INSTRUCTIONS

Packers shall give special handling to certain items that are to be packed as part of Household Effects as follows:

Professional Books, Papers and Equipment. Packing shall be in the same manner as other articles, but such items shall be packed, weighed, marked, numbered and listed separately on the Inventory List. The client will identify such items and set them apart from the rest of the Household Effects.

Articles of Extraordinary Value. Packing shall be performed only in the presence of the client or his/her agent. For official packing of U.S. Government articles of extraordinary value the COR shall provide specific instructions to the Contractor.

Art Objects and Artifacts. The packer shall note the ratio of artwork to Household Effects among the client's effects, and if the ratio appears excessive, the Contractor shall notify the COR.

Electronic Items. Since UAB is more likely to sustain damage en route, electronic equipment is recommended to be shipped as household effects and not as UAB with an estimated value over \$500. Should the client insist that such items be included in UAB, the Contractor shall advise the client of the risks of damage, advise the client that they can file a claim private insurance. *The Contractor will note on the COR copy of the Inventory List that such advice was given.*

Furniture. Large items of furniture that do not fit into standard cartons shall be protected with packing material and heavy gauge cardboard cut and fitted to the item. For fragile or heavy items, a wooden crate shall be constructed around the item. Examples of items requiring such special treatment include pianos, curio cabinets, ornamental screens, and other furnishings subject to damage.

Shipping of Vehicles. For purposes of this contract, motorcycles are to be considered HHE.

If specifically requested by the COR, the Contractor shall also provide boxing services for vehicles. Boxing services shall include:

- (1) complete water cleaning of vehicle, especially under carriage,
- (2) removal of wheels,
- (3) bolting of vehicle to box container platform, and
- (4) enclosing vehicle in a wood box that will withstand trans-shipment strains.

## PROTECTION AGAINST INSECTS

Many different types of insects can damage Household Effects in-transit or storage. The Contractor shall take measures to prevent such damage, with the following constituting the minimum acceptable measures:

Carefully inspect Household Effects susceptible to insect damage before packaging and packing. If infestation is present, the Contractor shall advise both the client and the COR, and note this on the Inventory List.

(b) Wrap, securely package and seal items made of wool to prevent damage by insects.

#### WATERPROOFING

Protect all Household Effects and Unaccompanied Air Baggage from water damage resulting from rain, humidity or dampness.

Line wooden crates or lift vans shall be lined with waterproof paper.

(b) If open vehicles are used to transport a shipment, use a weatherproof tarpaulin large enough to fully cover the cargo.

#### LABELING OF BOXES AND CARTONS

Mark every box clearly with indelible marker pen or paint to assist in location and identification of the client's effects. When a shipment is delivered to an incorrect address due to incorrect marking by the Contractor, the shipment shall be forwarded with the least possible delay to the correct location by a mode of transportation selected by the COR. The Contractor shall be held liable for all additional costs incurred by the Government due to incorrect marking by the Contractor, including charges for preparation, drayage, and transportation.

Sequentially number and identify the contents of all cartons such as Kitchenware, Books, Toys, etc. by means of indelible markings on the exterior of each box. Such markings may be handwritten, as long as they are legible. Markings must be in English.

Clearly mark all cartons on the sides and top to show which end should be up.

(d) Clearly mark all boxes containing mirrors or picture frames to show which side to open.

#### PACKING ARTICLES INTO WOODEN LIFT VANS

After articles have been wrapped and packed in cartons, the Contractor shall load them on to the Contractor's vehicle for transport to the work site specified by the COR. Under the supervision of the COR, the Contractor shall pack all the articles into wooden lift vans or modular containers.

The Contractor shall assemble lift vans or modular containers to make them ready to receive a shipment.

Pack articles into lift vans or modular containers in such a manner as to minimize the possibility of damage from shifting of the contents within the lift van.

Pack lighter and fragile items (such as, china, artwork, glassware, etc.) at the top of the lift van, and never underneath heavy cartons.

Do not over pack cartons. Packed cartons with bowed sides or split seams are unacceptable. Lift vans with evidence of over packing are also unacceptable. In either case, the Contractor shall repack the articles in a suitable manner without additional cost to the Government.

If the workday ends before packing is completed, before the packers finish at a residence, the Contractor shall place the cartons in a secure storage area at the work site if the COR so directs. Pack the cartons into lift vans on the next workday.

- (e) Securely wrap the packed lift vans with metal bands.



ATTACHMENT 3

GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the Contractor as "Government furnished property" for performance under the contract:

No GFP provided

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) AND (DEVIATION 2017-02) (JUNE 2017), is incorporated by reference. (See SF-1449, block 27a).

Instructions for 52.212-5

### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (NOV 2020)

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

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

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

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

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

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

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

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

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

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).

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

\_X\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (5) [Reserved].

\_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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

\_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

\_\_\_ (10) [Reserved].

\_\_\_ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-3](#).

\_\_\_ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-4](#).

\_\_\_ (13) [Reserved]

\_\_\_ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-6](#).

\_\_\_ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

- \_\_ (ii) Alternate I (MAR 2020) of [52.219-7](#).
- \_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_ (ii) Alternate I (NOV 2016) of [52.219-9](#).
- \_\_ (iii) Alternate II (NOV 2016) of [52.219-9](#).
- \_\_ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- \_\_ (v) Alternate IV (JUN 2020) of [52.219-9](#)
- \_\_ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- \_\_ (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).
- \_\_ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (NOV 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- \_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15U.S.C. 637\(a\)\(17\)](#)).
- \_\_ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

- \_\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- \_\_ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- \_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- \_\_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- \_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- \_\_ (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- \_\_ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- \_\_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- \_\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (35) (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_ (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).

\_\_ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).

\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

\_\_ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (JUN 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

\_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

\_\_ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).

\_\_ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

\_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) ([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 (MAY 2014) of [52.225-3](#).

\_\_ (iii) Alternate II (MAY 2014) of [52.225-3](#).

\_\_ (iv) Alternate III (MAY 2014) of [52.225-3](#).

\_\_ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

\_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

\_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).

X (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

\_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

\_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (APR 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (FEB 2006) of [52.247-64](#).

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

\_\_\_ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter67](#)).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

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

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

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

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

\_\_\_ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

\_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

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

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

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

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

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



- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

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

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

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

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

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

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

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

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

(B) Alternate I (JAN 2017) of [52.224-3](#).

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

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

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. 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)

Add the following clause in full text:

**52.229-12 Tax on Certain Foreign Procurements (JUN 2020)**

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if—

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

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

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

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

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

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

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

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

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

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

(1) Included in the contract price; nor

(2) Reimbursed.

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

(End of clause)

## ADDENDUM TO CONTRACT CLAUSES

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)
- 52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)
- 52.247-7 FREIGHT EXCLUDED (APR 1984)
- 52.247-10 NET WEIGHT - GENERAL FREIGHT (APR 1984)
- 52.247-11 NET WEIGHT - HOUSEHOLD GOODS OR OFFICE FURNITURE (APR 1984)
- 52.247-12 SUPERVISION, LABOR, OR MATERIALS (APR 1984)
- 52.247-13 ACCESSORIAL SERVICES – MOVING CONTRACTS (APR 1984)
- 52.247-14 CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT (APR 1984)
- 52.247-15 CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING (APR 1984)
- 52.247-16 CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERABLE FREIGHT (APR 1984)
- 52.247-17 CHARGES (APR 1984)
- 52.247-18 MULTIPLE SHIPMENTS (APR 1984)
- 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)
- 52.247-22 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS (APR 1984)
- 52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)
- 52.247-28 CONTRACTOR’S INVOICES (APR 1984)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)
- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 52.204-9 PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

The following FAR clauses are provided in full text:

**52.216-18 Ordering (AUG 2020)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered “issued” when –
  - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
  - (2) If sent by fax, the Government transmits the order to the Contractor’s fax number; or
  - (3) If sent electronically, the Government either –
    - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
    - (ii) Distributes the delivery order or task order via email to the Contractor’s email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

**52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the estimate amount, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of the estimated amount
  - (2) Any order for a combination of items in excess of the estimated amount

or

- (3) A series of orders from the same ordering office within 2(two) days that together call for quantities the estimated amount.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 (two) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more



than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

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

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

52.247-23 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO  
HOUSEHOLD GOODS (JAN 1991) (DEVIATION)

- (a) Except when loss and/or damage arise out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall be liable to the owner for the loss of and/or damage to any article while being-
  - (1) Packed, picked up, loaded, transported, delivered, unloaded, or unpacked;
  - (2) Stored in transit; or
  - (3) Serviced (appliances, etc.) by a third person hired by the Contractor to perform the servicing.
- (b) The Contractor shall be liable for loss and/or damage discovered by the owner if written notice of such loss and/or damage is dispatched to the Contractor not later than 75 days following the date of delivery.

- (c) The Contractor shall indemnify the owner of the goods at a rate of \$8.50 per pound (or metric equivalent in local currency) based on the total Net Weight.”

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

The following DOSAR clauses are provided in full text:

#### CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

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

All work shall be performed during normal working days and hours except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

**Day/Date Holiday Remark**

January 1 New Year's Day American/Somalia  
January 20 Birthday of Martin Luther King, Jr. American  
February 17 Washington's Birthday American  
April 02 Good Friday American  
April 05 Easter Monday American  
May 1 Labor Day Somalia  
May 25 Memorial Day American  
July 3 Independence Day American  
August 10 Muharam Day (Islamic New Year) Somalia  
September 6 Labor Day American  
October 12 Columbus Day American  
October 18 Birthday of Prophet Mohamed  
November 11 Veterans Day American  
November 26 Thanksgiving Day American  
Friday, December 25 Christmas Day American

Date yet to be confirmed:

\*\*Idd-ul-Fitr will be observed as a public holiday subject to the sighting of the moon and as announced by the relevant Somali Authorities.

\*\* Idd-ul-Azha will be observed as a public holiday subject to the sighting of the moon and announced by the relevant Somali Authorities.

And 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.

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

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

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

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
  - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
  - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
  - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
  - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
- (1) Complying or agreeing to comply with requirements:
    - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
    - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
  - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such Requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
  - (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
  - (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
  - (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the

boycotting country; and,

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

652.228-71 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)-  
-SERVICES (JUNE 2006)

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

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

(b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier for covered contractor employees, unless the Contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall

submit a copy of the Department of Labor's approval to the Contracting Officer upon contract award, if applicable.

(c) The current rate under the Department of State contract is \$4.00 per \$100.00 of employee compensation for services.

(d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the Contracting Officer shall modify this contract accordingly.

(f) The Contractor shall demonstrate to the satisfaction of the Contracting Officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

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

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

(i) Contract number;

(ii) Name of Contractor;

(iii) Brief description of the services to be provided under the contract and country of performance;

(iv) Name and position title of individual(s);

(v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);

(vi) Dates (or timeframe) of performance at the overseas location; and,

(vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).

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



SECTION 3  
SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2020) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

- A. Summary of instructions. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
  - (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
  - (3) List of clients over the past three (3) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Mogadishu, Somalia then the offeror shall provide its international experience.

Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

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

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

- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). Including access permit to Mogadishu Airport. If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- (6) The offeror's strategic plan for Cargo clearance & packing services at the port (sea and air) of Mogadishu in Aden Adde International Airport and deliver to the Embassy compound in the Airport, to include but not limited to:
- (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
  - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
- (7) Description of vehicles to be used for the transport of shipments.
- (8) Description of warehouse including safety features where shipments may be stored.
- (9) Provide a written quality assurance plan describing steps the company will take to ensure the quality of service required by the contract is provided.

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

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

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

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

The following DOSAR provision is provided in full text:

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

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

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](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, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity

level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

## SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

(b) Price Evaluation. The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(c) Sea and Airport Access. Offeror is required to possess access and security clearance documents to Mogadishu Sea and Airport. Copies of relevant documents must attached.

(e) Responsibility Determination. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

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

The following FAR provisions are provided in full text:

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single 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.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

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

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

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

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

(b) *Prohibition.*

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

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

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic

or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal

Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

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

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

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

It  does,  does not use covered telecommunications equipment or services, or use any



equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii)For covered services—

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

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

(End of provision)

### **52.212-3 Offeror Representations and Certifications-Commercial Items. (NOV 2020)**

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

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

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

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

*Forced or indentured child labor* means all work or service—

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

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

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

*Sensitive technology*—

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

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

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

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

*Service-disabled veteran-owned small business concern*—

(1) Means a small business concern—

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

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

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

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership,

common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent 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

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

*Veteran-owned small business concern* means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

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
---------------	-------------------

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:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is



not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

<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 customers.

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

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

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

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

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

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

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

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

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: \_\_\_\_\_.

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

(s) [Reserved].

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

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

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

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

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

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

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

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

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

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



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

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

(2) The Offeror represents that—

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

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

(End of Provision)

Add the following provision:

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

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if—

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

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

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

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

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

(1) It  is  is not a foreign person; and

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

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

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

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

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

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

**questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.**

(End of provision)