CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA
Dhahran, Saudi Arabia

November 02nd, 2016

To: Prospective Bidders

Subject: Request for Proposal Number **SSA20017Q0002** for post language program service is required. The service is to provide individual or group Arabic language classes.

Enclosed is a Request for Quotation (RFQ) for post language program. If you would like to submit a quotation, follow the instructions in Section -1 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The consulate intends to conduct a pre proposal conference. The conference will be held at American Consulate General, Dhahran on **November 07th, 2016 at 14:00**. Submit any question you may have concerning the solicitation documents in writing by **November 10th, 2016**. Responses will be sent to all contractors on our list of interested parties. In order to be considered for selection the contractor must attend or send a representative to the pre proposal conference. A sign in sheet will be provided.

The U.S. Government intends to award a contract to the responsible company submitting a technically acceptable proposal at the lowest price. We intend to award a contract based on initial submission, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Your proposal must be submitted in a sealed envelope marked "**Post Language Program**" to **Contracting Officer** on or before **1700 hours, Thursday November 17th, 2016**. No proposal will be accepted after this time.

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

1. SF-1449
2. Section 1, Block 23
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

Please direct any questions regarding this solicitation either by fax; 013-3303296 or by email: DhahranContractingOfficers@state.gov, during regular business hours. We look forward to your proposals.

Barry R Blades

Sincerely,
Barry R. Blades
Contracting Officer

SOLICITATION DOCUMENT

Post Language Program Services for the Consulate of the United States of America Dhahran, Saudi Arabia

CONTRACT No. SSA20017Q0002

Consulate of the United States of America
P.O. Box 38955
Dhahran (Doha) 31942
Saudi Arabia

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SECTION 1 - THE SCHEDULE

Please see attachment form # SF 1449.

CONTINUATION TO SF-1449
RFP NUMBER SSA20017Q0002
PRICES BLOCK 23

SECTION 1 - SUPPLIES OR SERVICES AND PRICES/COSTS

1. SCOPE OF SERVICES

The Contractor shall provide Post Language Program services. Usually the contractor shall provide individual or group Arabic language classes. Usually sessions shall be 60 minutes in length and shall be schedule between Sunday to Thursday 08:00 to 17:30, at Consulate of the United States of America, Dhahran. No more than 05 students will be part of any class, unless mutually agreed by the contractor and the contracting officer.

2. TYPE OF CONTRACT

This is a fixed-price indefinite-delivery, indefinite-quantity (IDIQ), type contract. Orders will be placed by firm, fixed- price task orders. The contractor shall perform all work required in Section-1

3. PRICING

This is a fixed-price indefinite quantity/indefinite delivery contract.

(a) The Contractor shall provide the services for the rates shown below.

(b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.

(c) The Contractor shall furnish to the Government, when and if ordered, the supplies or services as specified in this contract. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued/ordered.

(d) The prices listed below shall include all direct and indirect costs for equipment and labor, including but not limited to: labor and overtime for employees, benefits, all social insurance to include any severance liabilities required by law, licenses, profit, communication equipment and its expenses.

(e) 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. Consulate has a tax exemption certificate from the host government.

Pricing – Post Language Program Services					
Item Number	Item Description	Unit Price per Hour (SAR)	Unit of Measure	Estimated Quantity	Total Amount (SAR)
1	The Contractor shall provide Post Language program service		Hours	756 hrs	
TOTAL ESTIMATED COST SAR					

*** Estimated quantity of hours is for evaluation purposes only. All prices shall be in the local currency of the Kingdom of Saudi Arabia (i.e. Saudi Riyals).**

4. MINIMUM/MAXIMUM

The minimum guarantee is SAR 13,000.00. During the entire contract performance period, the Government is required to order and the contractor is required to furnish this minimum amount of services. It is the minimum amount of services that must be ordered during the entire contract performance period. Funding will be at the task order level.

This is a single award indefinite-delivery; indefinite-quantity (IDIQ) contract awarded to a contractor with an overall ceiling of SAR 300,000.00.The maximum aggregate number of units ordered at the task order level during the performance period cannot exceed the ceiling.

The Government does not guarantee the number of interpretation hours ordered during the performance period.

5. CONTRACT PERIOD

The contract will be for a one-year period from the date of the contract award OR all contracted sessions completed.

6. PAYMENT

6.1 Usually payments will be effected upon receipt of monthly cumulative invoice as verified and approved by the COR and after completion of the Government administrative procedure.

a) Usually payments under this contract will be due on the 30th calendar day after either: (1) The date of receipt of a proper invoice in the designated payment office, or (2) The date the services are accepted by the Government, whichever is later.

b) Payment is made as of the date the Government issues the check or effects the wire transfer.
c) The designated Government payment office for this contract is shown in Block 18a of Standard Form 1449, "SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS,"
d) Payment shall be made in local currency (SAR).
e) Advance payment is not allowed.

6.2 INVOICES

(a) A proper invoice must include the following information and be certified (signed by an appropriate company officer):
1) Contractor's name and mailing address (for payments by checks) or Contractor's name and bank account information (for payments by wire transfers).
2) Invoice date.
3) Contract number.
4) Description of the charges (itemized list of the services).
5) Quantities of items delivered (if applicable).
6) Unit prices, if any and total invoice price.
7) Payment terms and such other documentation or information required by this contract.
8) Name, signature, title, and telephone number of the Contractor's officer who certified the invoice.

(b) If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendar days. The Contractor must then submit a proper invoice.

(c) The Contractor shall submit invoices which should include contract and task order number. This information is require for payment purposes. All documents must be submitted to the following address:

"BILLING ADDRESS
American Consulate General - Dhahran
DBO Dhahran - Designated Billing Office
Unit 66803
APO AE 09858-6803"

5.3 FAR 52.232-25 PROMPT PAYMENT (OCT 2008)

The Prompt Payment Act applies to all U.S. Government contracts with domestic or foreign contractors and regardless of place of performance.

CONTINUATION TO SF-1449,

RFP NUMBER ***SSA20017Q0002***
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

SECTION 1 – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. GENERAL

The Contractor shall provide Arabic language classes to adult direct hire and adult eligible family members at a broad range of proficiency levels, from beginner to advance. At the beginner level, instruction shall focus on learning the Arabic alphabet, basic grammar, vocabulary, and basic expressions. At the intermediate and advanced levels, instruction shall develop speaking, listening and reading skills in a professional context, to enhance comprehension of relevant media and face-to-face conversation. Content areas include political and economic fields, culture, general interest and other topics typically found in mass-media publications for the foreign language speaking public. Instruction shall also include job relevant language terminology and usage of the designated field of interest. No more than 5 students will be part of any class for lessons provided at this location. Instruction shall be based on proficiency, communication, and academic principles as used in foreign language learning institutions identified below.

- Department of State Foreign Service Institute Proficiency, Communication, and Academic Principles (see Attachment 2).
- Foreign Language Training Performance Requirements Summary (see Attachment 3).

2. PERIOD OF PERFORMANCE

Usually sessions shall be 60 minutes in length and shall be scheduled between Sunday to Thursday 08:00 to 17:30, at the U.S. Consulate General Compound Dhahran; No more than 5 students will be part of any class, unless mutually agreed upon by the Contractor and the Government. The Contractor will inform the COR in advance if they are unable to make a scheduled class.

3. GOVERNMENT FURNISHED PROPERTY

The Government shall provide property as stated in Attachment 1 - Government Furnished Property.

4. CONTRACTOR FURNISHED PROPERTY

4.1 The Contractor shall provide instructional materials including texts, class exercises, handouts, audio-visual media and tests. The Contractor shall provide other required classroom materials such as newspapers, magazines, or photocopied materials in Arabic for use by students in exercises or testing.
4.2 The Contractor shall provide qualified instructor(s), who are well versed in all topics to be covered, capable of answering in-depth questions on each topic, will provide the required training in a classroom setting, based on the schedule of training modules or lessons and the objectives and goals for that training. The contractor will have quality control plan.

5. SPECIFIC TASKS

The objective of each training module or lesson is to prepare all students as efficiently and effectively as possible to accomplish the goals of the training, including the learning objectives of the Foreign Service Institute

5.1 GOALS OF FOREIGN LANGUAGE TRAINING

Instruction will be tailored for the students at beginning, intermediate and advance levels in addition to a general Arabic orientation course. The goal of training is to provide the student with the skills and knowledge necessary to rapidly reach the desired level of performance as identified in the training modules or competencies identified below:

5.1.1 ORAL RECOGNITION AND RESPONSE COMPETENCIES

When engaged in social conversation, the student will be able to communicate with the Arabic speaking public, carrying on an appropriately worded and pronounced dialogue in the correct dialect and grammar. At least 85% of the students tested in each class shall be able to answer correctly at least 90% of the selected vocabulary questions when used in conversational exchange.

5.1.2 READING COMPREHENSION COMPETENCIES

After reading communications, messages, or letters written in Arabic, the student will be able to comprehend, translate, and correctly summarize the purpose and content of the written communication that was provided. The student must be able to translate the requested information or pre-planned reply, and prepare a written response to the selected communication. At least 75% of the students completing the training shall correctly recognize, comprehend, and summarize the written communication, and to translate the correct response to the written communication at least 85% of the time.

5.2 STUDENT TESTING

The Contractor shall administer tests on knowledge and proficiency as a required element of evaluating the student's progress in the training module or lesson. The Contractor shall provide these tests periodically to:

- determine the student's progress in training;
- identify areas of weakness where supplemental training may be needed; and,
- Quantify the student's then-current level of knowledge and proficiency.

Initial testing will be used to establish a baseline for measurement of knowledge and proficiency obtained, and may be used in a predictive manner to facilitate personal training planning.

The Contractor shall use tests, including Computerized Adaptive Testing, which are approved by the Foreign Service Institute, or the Defense Language Institute, or by recognized and accepted by national professional associations and organizations identified below.

-Modern Language Association of America

-American Council on the Teaching of Foreign Languages

-Foreign Service Institute

-Foreign Language Center within Defense Language Institute

-Federal Interagency Language Round table

-or other nationally recognized foreign language bodies

5.3. STUDENT PROGRESS DOCUMENTATION AND TRAINING RECOMMENDATIONS

The Contractor's instructor(s) shall be responsible for documenting each student's progress in training, and for preparing a training recommendation for each student. The student's progress will be reported to the student biweekly. The instructor will document the student's progress as measured performance under each lesson module. The Contractor shall prepare training recommendations that state specific plans for remedial, or supplementary use of supportive training materials, or use of tutoring and personalized training techniques.

5.4. STUDENT COUNSELING

The Contractor's instructor(s) shall be responsible for counseling each student in the student's performance, and for preparing and discussing with the student any corrective actions which may assist the student in the improvement of their performance. The student's progress will be discussed with the student on a bi-weekly basis, and the Instructor shall document the training recommendations made to direct the student's progress. The Contractor shall provide weekly counseling to all students considered in danger of failing the proficiency tests. The counseling sessions should result in specific tasking for remedial, or supplementary use of supportive training materials, or use of tutoring and personalized training techniques, as needed to improve student performance.

6. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Work Requirements Para	Performance Threshold
Individual and/or group Arabic language classes	All paragraphs in Section 1	All required services are performed and no more than one (1) valid customer complaint is received per month.

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

6.1.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer valid 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.

6.1.3 PROCEDURES.

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

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

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

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

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

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

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

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

7. ADMINISTRATIVE RECORDS

The Contractor shall maintain administrative files, which shall at a minimum include time and attendance records for all employees furnished under the contract. The COR is authorized to examine the Contractor's administrative files. Daily time and attendance records shall be maintained and may be reviewed as required by the COR.

8. TASK ORDERS

The Contracting Officer will issue task orders to the Contractor to perform any work under this contract. If a task is given orally, it will be followed up by a written task order within two (2) days of the oral order. All task orders will be in written form, state the manner of the work to be performed, and have an issue date and a date by which the work is to be completed.

9. INSPECTION BY GOVERNMENT:

The services and the supplies furnished will be inspected monthly by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

Performance of individual contractors will be measured by standardized written/oral testing, administered periodically to track student development, and training outcomes.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection. The COR/CO will determine the length of time require to have deficiencies correct.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

CLAUSE TITLE AND DATE

52.246-6 INSPECTION—TIME AND MATERIAL AND LABOR HOUR (MAY 2001)

10. STANDARDS OF CONDUCT

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

(b) Dress. The Contractor's employees shall wear clean, neat and professional dress.

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

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

(e) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

-- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;

-- Unauthorized use of Government property, theft, vandalism, or immoral conduct;

-- Unethical or improper use of official authority or credentials;

-- Security violations; or,

-- Organizing or participating in gambling in any form.

(f) Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personnel affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the work site security.

11. LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

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

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

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

12. ORDERING OFFICIAL

The designated ordering individual under FAR 52.216-18 is the Contracting Officer.

13. DEFINITIONS

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

"Client" mean 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-3 of this contract.

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

"CO" means the Contracting Officer for the Consulate of United States of America.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

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

CLAUSE	TITLE AND DATE
52.242-15	STOP-WORK ORDER (AUG 1989)

Attachment 1

Government Furnished Property

The Government shall provide the classrooms and the following equipment and supplies:

- Desks and chairs
- Whiteboards
-Computer workstation
- Foreign Service Institute Materials
- Office Supplies

Attachment 2

DEPARTMENT OF STATE PROFICIENCY, COMMUNICATION, AND ACADEMIC PRINCIPLES

SPEAKING PROFICIENCY

(1) **S-0, No Practical Speaking Proficiency**—Is unable to function in the spoken language. Oral production is limited to occasional isolated words. Has essentially no communicative ability.

(2) **S-0+, Memorized Proficiency**—Is able to satisfy immediate needs using rehearsed utterances. Shows little real autonomy of expression, flexibility, or spontaneity, Can ask questions or make statements with reasonable accuracy only with memorized utterances or formulae. Attempts at creating speech are usually unsuccessful. The individual's vocabulary is usually limited to areas of immediate survival needs. An individual can usually differentiate between most significant sounds when produced in isolation, but when combined in words or groups of words, errors may be frequent. Even with repetition, communication is severely limited with people who are used to dealing with foreigners. Stress, intonation, tone, etc., are usually quite faulty.

(3) **S-1, Elementary Proficiency**—is able to satisfy minimum courtesy requirements and maintain very simple face-to-face conversations on familiar topics. A native speaker must often use slowed speech, repetition, paraphrase, or a combination of these to be understood by an individual with an S-1 proficiency. Similarly, the native speaker must strain and employ real-world knowledge to understand simple statements or questions from this individual. This speaker has a functional, but limited proficiency. Although misunderstandings are frequent, the individual is able to ask for help and to verify comprehension of native speech in face-to-face interaction. The individual is unable to produce continuous discourse except with rehearsed material.

(4) **S-1+ Elementary Proficiency**, Plus—Can initiate and maintain predictable face-to-face conversations and satisfy limited social demands. However, he or she may have little understanding of the social conventions of conversation. The interlocutor is, generally, required to strain and employ real-world knowledge to understand some simple speech. The speaker, at this level, may hesitate and may have to change subjects due to lack of language resources. Range and control of the languages are limited. Speech largely consists of a series of short, discrete utterances.

(5) **S-2, Limited Working Proficiency**—is able to satisfy routine social demands and limited work requirements. Can handle routine work-related interactions that are limited in scope. In more complex and sophisticated work-related tasks, language usage, generally, disturbs the native speaker. Can handle with confidence, but not with facility, most normal, high-frequency social conversational situations including extensive, but casual conversations about current events, as well as work, family, and autobiographical information. The individual gets the gist of most everyday conversations, but has some difficulty understanding native speakers in situations that require specialized or sophisticated knowledge. The individual's utterances are minimally cohesive. Linguistic

structure is usually not very elaborate and not thoroughly controlled; errors are frequent. Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

(6) **S-2+ Limited Working Proficiency**, Plus—Is able to satisfy most work requirements with language usage that is often, but not always, acceptable and effective. The individual shows considerable ability to communicate effectively on topics relating to particular interests and special fields of competence. Often shows a high degree of fluency and ease of speech, yet when under tension or pressure, his or her ability to use the language effectively may deteriorate. Comprehension of normal native speech is typically near complete. The individual may miss cultural and local references and may require a native speaker to adjust to his or her limitations in some ways. Native speakers often perceive the individual's speech to contain awkward or inaccurate phrasing of ideas, mistaken time, space, and person references, or to be in some way inappropriate, if not strictly incorrect.

(7) **S-3, General Professional Proficiency**—is able to speak the language with sufficient structural accuracy and vocabulary, in order to participate effectively in most formal and informal conversations on practical, social, and professional topics. Nevertheless, the individual's limitations, generally, restrict the professional contexts of language use to matters of shared knowledge and/or international convention. Discourse is cohesive. The individual uses the language acceptably, but with some noticeable imperfections; yet errors virtually never interfere with understanding and rarely disturb the native speaker. The individual can effectively combine structure and vocabulary to convey his or her meaning accurately. The individual speaks readily and fills pauses suitably. In face-to-face conversation with natives speaking the standard dialect at a normal rate of speech, comprehension is quite complete. Although cultural references, proverbs, and the implications of nuances and idiom may not be fully understood, the individual can easily repair the conversation. Pronunciation may be obviously foreign. Individual sounds are accurate; but stress, intonation, and pitch control may be faulty.

(8) **S-3+ General Professional Proficiency**, Plus—Is often able to use the language to satisfy professional needs in a wide range of sophisticated and demanding tasks. Despite obvious strengths, may exhibit some hesitancy, uncertainty, effort, or errors which limit the range of language-use tasks that can be reliably performed. Typically, there is particular strength in fluency and one or more, but not all, of the following: breadth of lexicon, including low- and medium-frequency items, especially socio-linguistic/cultural references and nuances of close synonyms; structural precision, with sophisticated features that are readily, accurately, and appropriately controlled (such as complex modification and embedding in Indo-European languages); discourse competence in a wide range of contexts and tasks, often matching a native speaker's strategic and organizational abilities and expectations. Occasional patterned errors occur in low frequency and highly complex structures.

(9) **S-4 Advanced Professional Proficiency**—Is able to use the language fluently and accurately on all levels, normally, pertinent to professional needs. The individual's language usage and ability to function are fully successful. Organizes discourse well, using appropriate rhetorical speech devices, native cultural references, and understanding. Language ability only rarely hinders him or her in performing any task requiring language; yet, the individual would seldom be

perceived as a native. Speaks effortlessly and smoothly, and is able to use the language with a high degree of effectiveness, reliability, and precision for all representational purposes within the range of personal and professional experience and scope of responsibilities. Can serve as an informal interpreter in a range of unpredictable circumstances. Can perform extensive, sophisticated language tasks, encompassing most matters of interest to well-educated native speakers, including tasks which do not bear directly on a professional specialty.

(10) **S-4+ Advanced Professional Proficiency, Plus**

Speaking proficiency is regularly superior in all respects, usually equivalent to that of a well-educated, highly articulate native speaker. Language ability does not impede the performance of any language-use task. However, the individual would not necessarily be perceived as culturally native.

(11) **S-5 Native or Bilingual Proficiency**—speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker and reflects the cultural standards of the country where the language is natively spoken. The individual uses the language with complete flexibility and intuition, so that speech on all levels is fully accepted by well-educated native speakers in all of its features, including breadth of vocabulary and idiom, colloquialisms, and pertinent cultural references. Pronunciation is typically consistent with that of well-educated native speakers of a non-stigmatized dialect.

READING PROFICIENCY

(1) **R-0 No Practical Reading Proficiency**—has no practical reading proficiency.

(2) **R-0+ Memorized Proficiency**—can recognize all the letters in the printed version of an alphabetic system and high-frequency elements of a syllabary or a character system. Is able to read some or all of the following: numbers, isolated words and phrases, personal and place names, street signs, and/or office and shop designations; the above is often interpreted inaccurately, unable to read connected prose.

(3) **R-1 Elementary Proficiency**—Has sufficient comprehension to read very simply connected written material in a form equivalent to usual printing or typescript. Can read either representations of familiar formulaic verbal exchanges or simple language containing only the highest frequency structural patterns and vocabulary, including shared international vocabulary items and cognates (when appropriate). Is able to read and understand known language elements that have been recombined in new ways to achieve different meanings at a similar level of simplicity. Texts may include simple narratives of routine behavior; highly predictable descriptions of people, places, or things; and explanations of geography and government such as those simplified for tourists. Some misunderstandings are possible on simple texts. Can get some main ideas and locate prominent items of professional significance in more complex texts. Can identify general subject matter in some authentic texts.

(4) **R-1+ Elementary Proficiency, Plus**—has sufficient comprehension to understand simple discourse in printed form for informative social purposes. Can read material such as announcements of public events, simple prose containing biographical information or narration of events, and straightforward newspaper headlines. Can guess at unfamiliar vocabulary if highly contextualized, but has difficulty with unfamiliar contexts. Can get some main ideas and locate routine information of professional significance in more complex texts. Can follow essential points of written discussion at an elementary level on topics in his or her special professional field.

(5) **R-2 Limited Working Proficiency**—has sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on subjects within a familiar context. Is able to read with some misunderstandings straightforward, familiar, factual material, but in general, insufficiently experienced with the language to draw inferences directly from the linguistic aspects of the text. Can locate and understand the main ideas and details in material written for the general reader. However, persons who have professional knowledge of a subject may be able to summarize or perform sorting and locating tasks with written texts that are well beyond their general proficiency level. The individual can read uncomplicated, but authentic prose on familiar subjects that are normally presented in a predictable sequence which aids the reader in understanding the prose.

Texts may include descriptions and narration in contexts such as news items describing frequently occurring events, simple biographical information, social notices, formulaic business letters, and simple technical material written for the general reader. Generally, the prose that can be read by the individual is predominantly in straightforward or high frequency sentence patterns. The individual does not have a broad active vocabulary, but is able to use contextual and real-world cues to understand the text. Characteristically, however, the individual is quite slow in performing such a process. He or she is typically able to answer factual questions about authentic texts of the types described above.

(6) **R-2+ Limited Working Proficiency, Plus**—Has sufficient comprehension to understand most factual material in non-technical prose as well as some discussions on concrete topics related to special professional interests. Is markedly more proficient at reading materials on a familiar topic. Is able to separate the main ideas and details from lesser ones and uses that distinction to advance his or her understanding of the material. The individual is able to use linguistic context and real-world knowledge to make sensible guesses about unfamiliar material. Has a broad active reading vocabulary. The individual gets the gist of main and subsidiary ideas in texts which could only be read thoroughly by persons with much higher proficiencies. Weaknesses include slowness, uncertainty, and inability to discern nuance and/or intentionally disguised meaning.

(7) **R-3 General Professional Proficiency**—Is able to read within a normal range of speed and with almost complete comprehension a variety of authentic prose material on unfamiliar subjects. Reading ability is not dependent on subject matter knowledge, although it is not expected that the individual can comprehend thoroughly subject matter which is highly dependent on cultural knowledge or which is outside his or her general experience and not accompanied by explanation. Text-types include news stories similar to wire service reports or international news

items in major periodicals, routine correspondence, general reports, and technical material in his or her professional field; all of these may include hypothesis, argumentation, and supported opinions. Misreading is rare. Is almost always able to interpret material correctly, relate ideas, and "read between the lines" (that is, he or she understands the writers' implicit intents in texts of the above types). He or she gets the gist of more sophisticated texts, but may be unable to detect or understand subtlety and nuance. Rarely has to pause over or reread general vocabulary. However, may experience some difficulty with unusually complex structure and low frequency idioms.

(8) **R-3+ General Professional Proficiency, Plus**—can comprehend a variety of styles and forms pertinent to professional needs. Rarely misinterprets such texts, or rarely experiences difficulty relating ideas or making inferences. Is able to comprehend many social linguistic and cultural references. However, may miss some nuances and subtleties. Is able to comprehend a considerable range of intentionally complex structures, low frequency idioms, and uncommon connotative intentions; however, accuracy is not complete. The individual is typically able to read with facility, understand, and appreciate contemporary expository, technical, or literary texts which do not rely heavily on slang and unusual idioms.

(9) **R-4 Advanced Professional Proficiency**—Is able to read fluently and accurately all styles and forms of the language pertinent to professional needs. The individual's experience with the written language is extensive enough that he or she is able to relate inferences in the text to real-world knowledge and understand almost all social linguistic and cultural references. Is able to "read beyond the lines" (that is, to understand the full ramifications of texts as they are situated in the wider cultural, political, or social environment). Is able to read and understand the intent of writers' use of nuance and subtlety. The individual can discern relationships among sophisticated written materials in the context of broad experience. Can follow unpredictable turn of thought readily in, for example, editorial, conjectural, and literary texts in any subject matter area directed to the general reader. Can read essentially all materials in his or her special field, including official and professional documents and correspondence. Recognizes all professionally relevant vocabularies known to the educated non-professional native, although he or she may have some difficulty with slang. Can read reasonably legible handwriting without difficulty. Accuracy is often nearly that of a well-educated native reader.

(10) **R-4+ Advanced Professional Proficiency, Plus**—Has a nearly native ability to read and understand extremely difficult or abstract prose, a very wide variety of vocabulary, idioms, colloquialisms, and slang. Has a strong sensitivity to and understanding of sociolinguistic and cultural references. Has little difficulty in reading less than fully legible handwriting. Has a broad ability to "read beyond the lines" (that is, to understand the full ramifications of texts as they are situated in the wider cultural, political, or social environment) and is nearly that of a well-read or well-educated native reader. Accuracy is close to that of the well-educated native reader, but not equivalent.

(11) **R-5 Functionally Native Proficiency**—Reading proficiency is functionally equivalent to that of the well-educated native reader. Can read extremely difficult and abstract prose; for example, general legal and technical as well as highly colloquial writings. Is able to read literary texts, typically including contemporary avant-garde prose, poetry, and theatrical writings. Can read classical or archaic forms of literature with the same degree of facility as the well-educated but non-specialist native. Reads and understands a wide variety of vocabulary and idioms, colloquialisms, slang, and pertinent cultural references. With varying degrees of difficulty, can read all kinds of handwritten documents. Accuracy of comprehension is equivalent to that of a well-educated native reader.

Attachment 3

FOREIGN LANGUAGE TRAINING PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENT	PERFORMANCE STANDARD	PERFORMANCE MEASUREMENT
Listening Proficiency: Oral Recognition and Response Module, Lesson 1	At least 85% of the students tested in each class shall be able to answer correctly at least 90% of the selected vocabulary questions when used in conversational exchange.	Performance will be measured by standardized oral testing, administered periodically to track student development, and training outcomes.
Reading Comprehension: Reading Comprehension Module, Lesson 2	At least 75% of the students tested in each class will correctly comprehend, summarize, and translate the correct response to the written communication in at least 85% of the written communications presented	Performance will be measured by standardized written testing, administered periodically to track student development, and training outcomes.
Quality of Supervision : 4.4 Instructor Supervision.	COR shall receive no more than 1 valid complaint concerning quality of instruction, received during a one month period.	Review complaint logs, review quality control activities and results, observation, and Government-conducted customer survey.
Documentation and Reporting Requirements: 5.1.3 Student Testing: Administer standardized tests, gather required information on testing results, and analyze results.	Each report containing statistical or required information is accurately prepared and presented. At least 90% of the information gathered must be relevant and accurate.	Review records and reports, randomly verify testing procedures, observation, and detailed analysis.
5.1.4 Student Progress Documentation and Training Recommendations.	No more than 75% of the student progress reports required during the reporting period were received late or were missing.	Review operational logs, data bases, statistics, or through observation.
Student Counseling: 5.1.5 Counsel students on performance and recommending corrective actions, if required.	At least 90% of the students assigned, and all students considered in danger of failing proficiency tests, will receive counseling each week.	Review records and contact reports, randomly verify through student surveys, observation, and individual interviews.

Attachment 4

The Language Instructor will be evaluated by COR on the following criteria using scale below:

1 (not well), 3 (satisfactory), 5 (very well)

1. Lesson presentation was clear and organized.	
2. Instructor checked learner's comprehension of new material before moving on to the next step.	
3. Sufficient practice time was built into the language session.	
4. A variety of teaching activities was used.	
5. Real life or close simulation opportunities were provided for learners to apply what they learned.	
6. Teaching activities addressed different learning needs and styles of learners.	
7. Independent study and homework were tied closely to structured language sessions.	
8. Visuals, real objects, other teaching aids were used effectively.	
9. The proportion of "teacher-talk" and "learner-talk" was appropriate.	
10. Verbal and non-verbal instructions given were clear and consistent.	
11. Instructorâ€™s rate of speech was normal and volume of speech moderate.	
12. Use of English and target language was appropriate.	
13. The instructor was able to respond to grammar questions appropriately.	
14. The instructor conducted reviews before presenting a new lesson.	
15. The instructor established good eye contact with learner.	
16. The instructor gave adequate worksheets or homework.	
17. The instructor was flexible and sensitive to learner's difficulties.	
18. Feedback was given to learner appropriately.	
19. The instructor solicited suggestions to improve teaching-learning situation.	
20. The instructor handled learner differences well.	
21. Learning with this instructor was enjoyable and stimulating.	
22. The instructor was patient.	
23. The instructor was friendly.	
24. The instructor encouraged students to be self-directed.	
25. The instructor acted well as a cross-cultural informant.	

SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015) is incorporated by reference. (See SF-1449, Block 27A).

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

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

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (Jun 2016)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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 (Sept 2006), 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 (Oct 2015) (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).

___ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

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

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

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

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUB Zone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

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

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

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

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

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

___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).

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

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

___ (iv) Alternate III (Oct 2015) of 52.219-9.

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

___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (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 (Nov 2011) (15 U.S.C. 657f).

___ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (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 (Dec 2015) (15 U.S.C. 637(m)).

___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).

___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

___ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).

___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 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.)

___ (35) (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.)

___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (38) (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.

___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (41) (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.

___ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (43) 25.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

___ (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (46) (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.

___ (47) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (48) 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).

___ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (54) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (55) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (58) (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.

(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) 52.222-17, No displacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 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).

___ (7) 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).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 E.O. 13627).

(xii) 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.)

(xiii) 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)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 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)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The following Federal Acquisition Regulation clauses are incorporated by reference:

CLAUSE TITLE AND DATE

52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

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

52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

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

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

52.232-40 PROVIDING ACCLERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

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

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

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

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 SAR 375.00, 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 than SAR 40,000.00;
(2) Any order for a combination of items in excess of than SAR 40,000.00; or
(3) A series of orders from the same ordering office within than ninety (90) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within than ninety (90) 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 two (02) 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.

The following DOSAR clauses are provide in full text:

CONTRACTOR IDENTIFICATION (JUL 2008)

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

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

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

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

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

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

(End of clause)

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

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

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

(End of clause)

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

All work shall be performed Sunday to Thursday between the hours 08:00 to 17:00 except for the holidays identified below. The Contracting Officer's Representative may approve other hours. 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:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Eid al Fitr
Labor Day
Eid al Adha
Saudi National Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

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

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

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 Mr. McIlwain, William L

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

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2015), is incorporated by reference (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1
NONE

Instructions to Offer or Each offer must consist of the following:

1. The offeror should demonstrate at least one (01) year of experience within the last three (03) years that is relevant to the position. Performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses) are to be included. If the offeror has not performed comparable services in Saudi Arabia then the offeror shall provide 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.

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

3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

4. The offeror's lesson plan and strategy for teaching for each level (beginner, intermediate, and advance). Services may include but are 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.

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. Also, the full text of a clause may be accessed electronically at: *http://acquisition.gov/far/index.html/ or http://farsite.hill.af.mil/search.htm.*

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

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)
52.209-7	*INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)*

The following DOSAR provision is provided in full text:

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

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

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

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

(End of clause)

SECTION 4 - EVALUATION FACTORS

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

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

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

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.

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

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

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

The following FAR provisions are provided in full text:

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:

- For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- For acquisitions conducted using negotiation procedures—
- 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

52.212-3 -- Offeror Representations and Certifications -- Commercial Items. (Apr 2016)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through http://www.acquisition.gov . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

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

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

"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.

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (r) 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 is to 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 CFR 124.1002.

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

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

(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.

(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) HUB Zone 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 HUB Zone small business concern listed, on the date of this representation, on the List of Qualified HUB Zone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUB Zone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [_] is, [_] is not a HUB Zone 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 HUB Zone small business concern participating in the HUB Zone joint venture. [*The offeror shall enter the names of each of the HUB Zone small business concerns*

participating in the HUB Zone joint venture: _____.] Each HUB Zone small business concern participating in the HUB Zone joint venture shall submit a separate signed copy of the HUB Zone representation.

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that

do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(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 offer or has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as

defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[*List as necessary*]

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

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation

entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

_____

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products)

or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

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

Line Item No.:	Country of Origin:

[*List as necessary*]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American

statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) Examples.

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

Listed End Product:	Listed Countries of Origin:

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

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

[_] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is 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 database 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 CFR 1.6049-4;

[_] Other _____.

(5) Common parent.

[_] Offeror is not owned or controlled by a common parent:

[_] Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

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

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any

entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(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 DUNS Number 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 section 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 and 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).

(End of Provision)

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

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

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

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

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

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

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

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUNE 2006)

Note to bidder/offeror: If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act (DBA) insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at *http://www.dol.gov/owcp/dlhwc/lscarrier.htm*.

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

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

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

☐ Workers' compensation laws exist that will cover local nationals and third country nationals.

☑ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED.

(End of provision)

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or
(2) 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 has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.
For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

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

(2) 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.

(End of provision)