

PART I

SECTION B

B.1 PRICES AND PERIOD OF PERFORMANCE

The Contractor shall provide transportation services, including furnishing all labor, vehicles, and supervision, for the U.S. Embassy/U.S. Agency for Global Media (USAGM), at *Ayutthaya Province, Thailand. The price listed below shall include all labor, materials, insurance (see FAR 52.228-3 and 52.228-5), overhead, and profit.* The Government will pay the Contractor the fixed price per month for standard services that have been satisfactorily performed.

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

The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months, with *two (2)*, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

B1.01 Reserved

B1.02 Reserved

B1.03 VALUE ADDED TAX

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

B1.04 Base Year		
A. Standard Services. The firm fixed price for the Base Year of the contract is:		
Price per Month	Quantity of Months	Price per Year
	12	
B. Temporary Additional Services. The unit price (firm-fixed-price) is:		
Price per Kilometer	Estimated Quantity of Kilometers *	Total Temporary Additional Services *
C. Total Price for Base Year = A+B		

B1.05 Option Year 1 Prices (Option Term: Twelve (12) Months)		
A. Standard Services. The firm fixed price for the Base Year of the contract is:		
Price per Month	Quantity of Months	Price per Year
	12	
B. Temporary Additional Services. The unit price (firm-fixed-price) is:		
Price per Kilometer	Estimated Quantity of Kilometers *	Total Temporary Additional Services *
C. Total Price for Base Year = A+B		

B1.06 Option Year 2 Prices (Option Term: Twelve (12) Months)		
A. Standard Services. The firm fixed price for the Base Year of the contract is:		
Price per Month	Quantity of Months	Price per Year
	12	
B. Temporary Additional Services. The unit price (firm-fixed-price) is:		
Price per Kilometer	Estimated Quantity of Kilometers *	Total Temporary Additional Services *
C. Total Price for Base Year = A+B		

B1.07 Grand Total of Base and All Option Years		
	Base Year Total	
	Option Year 1 Total	
	Option Year 2 Total	
GRAND TOTAL- BASE AND ALL OPTION YEARS		

* Figures for temporary additional services are estimates not be exceeded per year.

STATEMENT OF WORK

- C1** This is a fixed-price contract for transportation services for the U.S. Government at USAGM, Thailand Transmitting Station (USAGM/TTS), Rasom Ayutthaya, Thailand. The Contractor shall provide all vehicles and drivers to support daily operations.

C1.1 STANDARD SERVICES

The Contractor shall provide air-conditioned vehicles and drivers necessary to safely transport station personnel to/from the USAGM/TTS station each day. The Government will measure the Contractor's work by monitoring station arrival times and customer complaints. Services generally consists of transporting station employees from the Rangsit, Khan Ham, and Rasom Ayutthaya, areas to/from the USAGM/TTS station. The contract contains certain ordering provisions by which the Contracting Officer or his/her representative may require additional amounts of service for special events. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with this contract, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

C1.2 MANAGEMENT AND SUPERVISION

C1.2.1 SUPERVISION. The Contractor shall designate a representative who shall be responsible for providing weekly transportation schedules to the Government, verifying vehicle acceptability, and for monitoring driver performance. This supervisor shall be the focal point for the Contractor and shall be the primary point of contact with U.S. Government personnel. This Supervisor may be a driver, in addition to being a supervisor. The Supervisor shall possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position.

C1.2.2 Minimum response time for telephone contact is 15 minutes. Minimum response time for email communications is 1 hour.

C1.2.3 SCHEDULES. The contractor shall maintain driver schedules. Driver Services shall transport station personnel to support the following daily shift:

SHIFT	TIMES	Number of Passengers (approx.)	
		Normal Work Week	Weekends & Holidays
Day Shift	7:30AM – 3:30PM	4 Passengers	0 Passengers

C1.2.4 SCHEDULE CHANGES. The Contractor shall clearly identify the drivers associated with each shift in their weekly schedules except for the holidays identified in the Addendum in Attachment 4. The Contractor shall notify the COR or schedule deviations at least 24-hours in advance of the change.

C1.2.5 QUALITY CONTROL. The Contractor shall be responsible for quality control.

- 1) The Contractor shall perform inspection of vehicles prior to each trip to ascertain vehicle defects and identify any safety concerns. The contractor shall use vehicles that conform to all Thailand vehicle and road safety laws.
- 2) The Contractor shall perform a quarterly customer satisfaction survey to measure driver operator performance. The Contractor shall deliver survey findings to the COR and coordinate any changes needed to address quality control.

C1.3 DRIVER SERVICES.

C1.3.1 Shift Operations.

- 1) The contractor shall provide daily transportation services per Attachment #3, to support normal shift operations. Employees shall typically arrive at the station within 20-minutes prior to their scheduled shift; and shall spend no more than 1-hour 15 minutes in commute time from designated pickup points to the station. The Government anticipates this may require the use of multiple vehicles.
- 2) EMPLOYEE PICK-UP / DROP-OFF POINTS: USAGM personnel reside throughout the Ayutthaya and Bangkok areas. Personnel are picked up from designated locations along the main interconnecting roadway, on the way to/from the USAGM station. Refer to Attachment 2 & Attachment 3 for a current map of pick-up and drop-off points, and the number of employees currently utilizing those locations.

C1.3.2 Pre-Use Inspections. The contractor is responsible for performing vehicle pre-use inspections for all vehicles supporting this contract. A sample Vehicle Inspection Checklist is provided in Attachment 1. The Contractor may submit an alternate inspection form for COR approval.

C1.3.3 PUNCTUALITY. Drivers shall depart trip origins at specified times and make a reasonable attempt to arrive at destinations within 15 minutes of the estimated time of arrival. To the extent practical, drivers are expected to be knowledgeable of local traffic conditions, particularly those routinely affected by commuter traffic, seasonal weather conditions, major construction, and hindrances that may otherwise adversely affect departure and arrival times. In such cases, drivers are expected to inform the Contract Representative in a timely manner, so as to allow modification of trip itineraries.

C1.4 VEHICLES.

C1.4.1 Sizes & Types – The Contractor shall provide vehicles appropriate for passenger transport and sized for the number of expected passengers. The Contractor shall also possess sufficient equipment to provide uninterrupted service under this contract and to furnish replacement vehicles. The Contractor may adjust the compliment (size, style, type) of their vehicle fleet maximize efficiency or to further cost savings, provided that all such vehicle meets the requirements of this contract.

C1.4.2 Vehicle Standards – Vehicles must meet the standards required by local and host country laws and regulations and meet the safety inspection requirements. All vehicles must pass periodic inspections by U.S. government selected mechanics. If any vehicle is determined to be unsafe or unsatisfactory, its use is prohibited until such unsafe or unsatisfactory conditions have been corrected. In such event, the Contractor must provide a replacement vehicle to maintain the schedule.

C1.4.3 Safety/Security Requirements. Each vehicle shall have:

- 1) Individual permanent seats and 3-point securement belts for each passenger
- 2) Emergency exit
- 3) First aid kit
- 4) All emergency road and safety equipment required by host-country law.

C1.4.4 Communication Equipment – The Contractor shall furnish communication equipment, radios or cell phones to all vehicles, in order to be in contact with the drivers at all times, and keep the station informed on any incidents which might happen during the rides.

C1.4.5 Maintenance – The Contractor shall ensure all vehicle equipment (vehicle, safety and security) are in good working order. Vehicles shall arrive clean, fully topped off with fluids (i.e. oil, brake fluids, window washer fluids, etc.), and all lights (head, parking, and back-up) shall be functional. Vehicles shall be washed and painted, as necessary, to present a neat appearance. At the minimum, the Contractor shall complete the following maintenance:

1) Daily Schedule

- a. Fuel tanks filled
- b. All fluids checked
- c. All lights checked

2) Weekly Schedule

- a. Inspect tires
- b. Check tire pressure
- c. Inspect safety belts

- 3) Every 6,000 kilometers or four months, whichever comes first – The Contractor shall conduct complete servicing, including, but not limited to changing fluids, checking the brakes and lights, inspecting the exhaust system for leaks, examining all safety and security equipment to ensure operability.

C1.4.6 Emergency Roadside Assistance. In the event of a vehicle break down, the Contractor shall provide roadside assistance and ensure that the station employees are safely transported to the scheduled location of the broken vehicle. The contractor shall provide, in timely manner, alternate transportation for the station employees affected.

C1.4.7 Inspections – The Contractor agrees to submit vehicles, as requested, for periodic unannounced spot checks by station mechanics / personnel.

C1.4.8 Replacement Vehicles – Vehicles, which, for any reason, do not meet minimum requirements specified, shall be replaced immediately so that service will not be delayed or interrupted. Replacement vehicles shall meet all requirements of those normally used. During instances when the Contractor is unable to provide operable vehicles, the Government has the option to either utilize the services of other firms or to operate Government resources to temporarily meet transportation requirements until the Contractor resumes normal operations. Any expenses incurred by the Government shall be chargeable to the Contractor and deducted against the fixed-monthly rate.

C2 PERSONNEL

C2.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. 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 costs to the Government.

C2.2 Standard of Conduct.

C2.2.1 Uniforms and Personal Equipment.

- 1) The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).
- 2) All dispatched drivers shall be equipped with a charged and credited cellular telephone to ensure communications is maintained with the Master Control Room and/or the Contractor's Representative while performing driver services.

C2.2.2 Neglect of duties shall not be condoned. The Contractor employees shall not conduct personal affairs during duty hours and refuse to render assistance or cooperate in upholding the integrity of the worksite security.

C2.2.3 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, which interfere with normal and efficient Government operations.

C2.2.4 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.

C2.2.5 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

C2.2.6 Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

C2.3 Notice to the Government of Labor Disputes. The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

C2.4 Qualifications.

C2.4.1 All drivers shall meet the following qualifications:

- 1) All drivers shall be professional drivers and meet all Thai government and local license requirements, including a license for the class of vehicle they will be operating. Any such licenses shall be in the possession of the drivers when operating a vehicle under this contract. Any such licenses shall be available for inspection by the COR on request.
- 2) All drivers shall have five years or more of driving experience with no major accidents. ("Major" accidents being defined as accidents resulting in bodily injuries or property damage in excess of \$1,000.)
- 3) All drivers shall possess a thorough knowledge of Ayutthaya and Bangkok streets and traffic patterns.
- 4) All drivers shall wear a distinctive nametag, emblem, or patch attached in a prominent place on an outer garment. The Contractor's employees shall have in their possession credentials identifying themselves as

employees of the company.

- 5) Physical Examinations. Valid evidence of a current (not more than three months old) physical examination of drivers who are proposed to work under this contract, shall be provided to the COR not later than two weeks prior to the beginning of the contract. It must show the proposed driver to be free from communicable diseases and physical defects, which could interfere with safe bus operation. This physical and certification shall meet all statutory requirements for licensing and operation of the type of vehicle driven.
- 6) The drivers are strictly prohibited from driving while intoxicated. The Contractor guarantees that all drivers are tested for alcohol before they start their runs under this contract. The Contractor shall immediately replace those drivers who do not pass the test for alcohol.
- 7) Drivers shall be trained in the use of the first aid kits that are installed in the buses.
- 8) Drivers must agree not to use the cell phone, text, smoke, eat, or drink on the buses while transporting US Government passengers.
- 9) Professional Bearing and Courtesy. All Contractor employees shall conduct themselves in a professional and courteous manner.

C2.5 Personnel Security

C2.5.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take 30-60 days to perform. For each individual, the Contractor shall provide:

- Completed US Embassy RSO Biographic Data Form
- 3 pcs. 2"x2" colored ID picture
- Local police clearance

For replacement or new personnel, the above information shall be submitted 30 days prior to their proposed utilization.

C2.5.2 The Government shall issue identity cards to Contractor personnel, after

they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

In accordance with Department of State guidance, we will require the drivers to follow the following safety regulations: to reduce the potential for motor vehicle mishaps, caused by operator sleep deprivation and fatigue, **drivers will not perform more than ten (10) hours on duty**, and only after a minimum eight-hour rest period. Duty time means total shift duration, not total driving time.

C3 CONTRACTOR FURNISHED PROPERTY

- C3.1 The Contractor shall provide all necessary vehicles with drivers, fuels, lubricants, including the first class vehicle insurance certificate, cleaning supplies and other materials needed to operate and maintain the Contractor's vehicles. The Contractor may NOT purchase, pick-up, or otherwise obtain Contractor furnished supplies, materials, or consumables (including fuel) while transporting USG employees or when dispatched under Temporary Additional Services. Exceptions to this rule, for example during long trips to the airport, may be approved by the COR on a case-by-case basis.
- C3.2 Uniforms. Minimum of five (5) collared shirts per year. The Contractor shall not pass on the cost of the uniforms and footwear to the contract employees but should include it within the rate for Standard Services, as part of their prices set forth in Section 1-The Schedule, Subsections 1.4 thru 1.6 - Pricing.

C4 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

None.

C5 INSURANCE

- C5.1 Contractor's Liability. The Contractor shall be liable for bodily injury and property damage, which may occur when performing this contract. The liability insurance shall be written on the comprehensive form of policy. The policy shall provide coverage for passenger liability bodily injury at least \$200,000 multiplied by number of seats or passengers, whichever is greater. The types and amounts of

insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

C5.2 FAR 52.228-10 Vehicular and General Public Liability Insurance (APR 1984)

C5.2.1 The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for (1) bodily injury of not less than \$200,000 for each person and \$500,000 for each occurrence, and (2) property damage of not less than \$20,000 for each accident and \$40,000 in the aggregate.

C5.2.2 (b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

C5.3 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

C5.4 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- 1) any property of the Contractor,
- 2) its officers,
- 3) agents,
- 4) employees, or
- 5) any other person

arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

C5.5 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

C5.6 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

C5.7 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

C6 LAWS AND REGULATIONS

C6.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

C6.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

C7 DELIVERABLES

The following items shall be delivered under this contract:

Description	Quantity	Delivery To	Date
1.1 General Instructions	1	COR	30 days after award
1.2.4 Schedules	1	COR	Weekly
3.4.1 List of Personnel	1	COR	10 days after award
6. Evidence of Insurance	1	COR	10 days after award
7. Licenses and Permits	1	COR	Date of award

C8 PERMITS

Without additional cost to the United States Government, the Contractor shall obtain all permits, licenses, registrations and appointments required for the execution 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 quotation and shall provide any updates, as they become available, to the Contracting Officer. Application, justification, fees, and certifications for

any licensure required by the host government are entirely the responsibility of the offeror.

C9 DOSAR 652.242-70, Contracting Officer's Representative (COR) (Aug 1999)

C9.1 The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a COR. Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms and conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

C10 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all transportation services set forth in the scope of work.	1.1 thru 1.4	All required services are performed and no more than one (1) customer complaint is received per month.
	1.2.4	Schedule shift transport under normal conditions shall begin and end within 15-minutes of target times 95% of the time.

C10.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

C10.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the

standard.

C10.3 PROCEDURES.

- C10.3.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- C10.3.2 The COR will complete appropriate documentation to record the complaint.
- C10.3.4 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.
- C10.3.5 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.
- C10.3.6 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- C10.3.7 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.
- C10.3.8 The COR will consider complaints as resolved unless notified otherwise by the complainant.
- C10.3.9 Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

Attachment 1

Sample Vehicle Inspection Checklist

License plates, forms (including accident report)

Lights, signals, windshield wipers, horn

Tools and safety equipment

Clean vehicle

Engine oil level

Radiator coolant level and hoses

Tire condition, pressure and tread wear

Battery fluid level

Power steering fluid level, hoses, and lines

Automatic transmission fluid level

Gauges and indicator lights

Fuel level

Attachment 4

American Holidays

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

Thai Holidays

Chakri Day
Songkran Festival
Coronation Day
Visakha Bucha Day
King Maha Vajiralongkorn's Birthday
Her Majesty the Queen's Birthday
Passing of H.M. late King Bhumibol Adulyadej
Chulalongkorn Day
H. M. late King Bhumibol Adulyadej's Birthday
Constitution Day

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

SECTION I

CONTRACT CLAUSES

52.204-5 Women-Owned Business (Other Than Small Business). (Oct 2014)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR .] The offeror represents that it is a women-owned business concern.

(End of provision)

I.1 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. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. 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 30 days the period of time within which the Contracting Officer may exercise the option.

I.2 52.217-9 OPTION TO EXTEND TERMS OF THE CONTRACT (MAR2000)

(1) The USAGM may extend the term of this contract by written notice of the Contractor within thirty (30) days of the last day of the performance period, the USAGM shall give the Contractor a preliminary written notice of its intent to extend at least (10) days before the contract expires. The preliminary notice does not commit the USAGM to an extension.

(2) If the USAGM exercises this option, the extended Contract shall be considered to include this option clause.

(3) The total duration of this contract , including the exercise of any options under this clause shall not exceed (60) months

I.3 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for the performance of this contract beyond September 30, 2016. The USAGM 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 USAGM for any payment may arise for performance under this contract beyond September 30, 2016, 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

I.4 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 this address [.https://www.acquisition.gov](https://www.acquisition.gov)

CONTRACT CLAUSES

CLAUSE	DESCRIPTION	CLAUSE DATE
52.202-1	Definitions.	Nov 2013
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	Sept 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014

52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct.	Oct 2015
52.203-14	Display of Hotline Poster(s).	Oct 2015
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	Jun 2010
52.203-16	Preventing Personal Conflicts of Interest.	Dec 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	APR 2014
52.204-1	Approval of Contract	DEC 1989
52.204-2	Security Requirements	Aug 1996
52.204-3	Taxpayer Identification	Oct 1998
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	MAY 2011
52.204-6	Data Universal Numbering System Number.	JUL 2013
52.204-7	System for Award Management	Jul 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Oct 2015
CLAUSE NO.	CLAUSE DESCRIPTION	CLAUSE DATE
52.204-12	Data Universal Numbering System Number Maintenance.	Dec 2012
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Jun 2016
52.207-1	Basic Safeguarding of Covered Contractor Information Systems.	May 2006
52.207-3	Right of First Refusal of Employment.	May 2006
52.207-5	Option to Purchase Equipment.	Feb 1995

52.208-9	Contractor Use of Mandatory Sources of Supply or Services.	May 2014
52.209-1	Qualification Requirements.	Feb 1995
52-209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	
52.209-3	First Article Approval—Contractor Testing.	Sept 1989
52.209-4	First Article Approval—Government Testing.	Sept 1989
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-7	Information Regarding Responsibility Matters	Jul 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Jul 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.211-5	Material Requirements	Aug 2000
52.211-11	Liquidated Damages—Supplies, Services, or Research and Development	Sept 2000
52.215-2	Audit and Records—Negotiation	Oct 2010
52.216-24	Limitation of Government Liability.	APR 1984
52.215-8	Order of Precedence—Uniform Contract Format.	OCT 1997
52.216-8	Fixed Fee.	Jun 2011
52.216-23	Execution and Commencement of Work	Apr 1984
52.216-24	Limitation of Government Liability.	Apr 1984
CLAUSE NO.	CLAUSE DESCRIPTION	CLAUSE DATE
52.216-25	Contract Definitization.	Oct 2010
52.219-8	Utilization of Small Business Concerns.	Oct 2014
52.222-12	Contract Termination—Debarment.	May 2014
52.222- 35	Equal Opportunity for Veterans.	Oct 2015
52.222-36	Equal Opportunity for Workers with Disabilities.	Jul 2014
52.222-50	Combating Trafficking in Persons	MAR 2015

52.223-3	Hazardous Material Identification and Material Safety Data.	JAN 1997
52.223-6-	Drug-Free Workplace.	MAY 2001
52.225-14	Inconsistency between English Version and Translation of Contract	FEB 2000
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan—Certification	AUG 2009
52.227-1	Authorization and Consent.	DEC 2007
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.232-18	Availability of Funds.	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year.	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes.	MAY 2014
52.233-2	Service of Protest.	SEPT 2006
52.233-3	Protest after Award.	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services.	JAN 1991
52.241-3	Scope and Duration of Contract.	FEB 1995
52.243-1	Changes—Fixed-Price	AUG 1987
52.245-1	Government Property.	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.246-4	Inspection of Services—Fixed-Price.	AUG 1996
52.246-23	Limitation of Liability.	FEB 1997
52.247-25	Government-Furnished Equipment With or Without Operators.	APR 1984
CLAUSE NO.	CLAUSE DESCRIPTION	CLAUSE DATE
52.249-2	Termination for Convenience of the Government (Fixed-Price).	APR 2012
52.252-2	Termination for Convenience of the Government (Fixed-Price).	FEB 1998

SECTION J

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SECTION K

K.1 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.(SEPT 2007)

(a) Definitions. As used in this provision—“Lobbying contact” has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” ([52.203-12](#)).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” ([52.203-12](#)) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby 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 its behalf in connection with the awarding of this contract.

(d) Disclosure. 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.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

(a) Definitions. As used in this provision—“Lobbying contact” has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” ([52.203-12](#)).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” ([52.203-12](#)) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby 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 its behalf in connection with the awarding of this contract.

(d) Disclosure. 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.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.2 52.204-3 Taxpayer Identification.(Oct 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) [4.904](#), the failure or refusal by the offeror to

furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) 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.

(e) 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 _____.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.3 52.204-5 Women-Owned Business (Other Than Small Business).(Oct 2014)

(a) Definition. “Women-owned business concern,” as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR .] The offeror represents that it is a women-owned business concern.

(End of provision

K.4 52.204-8 Annual Representations and Certifications. (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 515112.

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiv) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvii) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xviii) [52.225-4](#), Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xx) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxi) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxii) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

Contracting Officer check as appropriate.]

___ (i) [52.204-17](#), Ownership or Control of Offeror.

___ (ii) [52.204-20](#), Predecessor of Offeror.

___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vii) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) 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 the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR CLAUSE # TITLE DATE CHANGE

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 on SAM.

(a) Definitions. As used in this provision—

“Commercial and Government Entity (CAGE) code” means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

“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.

(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) 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.

(d) If the Offeror indicates “yes” in paragraph (c) 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)

K.6 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

K.7 52.204-20 Predecessor of Offeror.(APR 2016)

(a) Definitions. As used in this provision–

“Commercial and Government Entity (CAGE) code” means–

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by NATO’s Support Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

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

“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.

(b) 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.

(c) If the Offeror has indicated “is” in paragraph (b) 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)

K.8 52.207-4 Economic Purchase Quantity—Supplies.(AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic

purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
Item	Quantity	Price Quotation	Total

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government’s requirements indicate that different quantities should be acquired.

(End of provision)

K.9 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation.(NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) 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](#).

(c) Representation. The Offeror represents that—

- (1) It is, is not an inverted domestic corporation; and
- (2) It is, is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.10 52.209-5 Certification Regarding Responsibility Matters. (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) 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. (ii) 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.

(2) Examples.

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

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

SECTION L

L.1 52.215-1 Instructions to Offerors—Competitive Acquisition. (JAN 2004)

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the

exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award.

Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use

information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more

contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

Alternate I (Oct 1997). As prescribed in [15.209\(a\)\(1\)](#), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

(f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

Alternate II (Oct 1997). As prescribed in [15.209\(a\)\(2\)](#), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(c)(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to **submit revised proposals based on the revised requirement.**

SECTION M

M.1 52.212-2 Evaluation—Commercial Items. (Oct 2014)

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

Offerors are hereby notified that best value selection will be based upon the fact that the combined weight of technical approach and past performance factors will be 60% of the total rating and that cost or price will be 40% of the total rating. Factors will be broken out and weighted as follows:

- 1.) Technical Approach
- 2.) Past Performance
- 3.) Price (based on Price Proposal)

Offerors are hereby notified that they must submit a Written Technical Proposal addressing the two criteria shown below.

- 1.) Technical Approach (30% of the Overall Score): The Offeror's Written Technical Proposal will be evaluated on how well it responds to the technical requirements of the RFP. The Government will assess the feasibility of the Offeror's technical approach in order to determine if the Offeror has the ability to successfully perform the work specified in the Statement of Work (SOW).
- 2.) Past Performance (30% of the Overall Score): The Offeror shall provide contact information for existing or past customers, which the Contracting Officer will use to assess the quality of the experience cited in the Offeror's initial submission. For past performance, to be relevant, it must be in area of transportation; providing pick and drop off service. Contacts must be reachable email or phone.

The technical approach portion of the written proposal will be evaluated qualitatively and a rating will be assigned to reflect the Offeror's ability to meet the USAGM requirements. In addition to the qualitative technical rating, the technical approach portion of the written proposal will also be subjected to a risk assessment using the terms of "low, medium, and high risk" to identify the level of probability of an undesirable event occurring as a result of the Offeror's proposed approach and as a measure of the significance of that occurrence on the USAGM mission.

Pursuant to FAR Subpart 15.305 (a) (2) (iii), the Offeror's Past Performance will be evaluated taking into account past performance information regarding predecessor companies, or subcontractors that will perform major or critical aspects of the requirement. Offerors are hereby notified that Past Performance shall be subject to a risk assessment and shall be limited to the relevant experience of the Offeror. In assessing past performance, no adjectival rating will be assigned and only risk will be evaluated using the following adjectives: Very Low, Low, Moderate, High, or unknown.

Offerors are required to furnish both firm-fixed-prices and hourly rates. The "bottom line" Proposal Total Price will be used in determining the Offeror's proposed price for comparison, evaluation and award purposes. Offerors shall submit a price proposal packaged separately from their written Technical Proposal.

Price Proposal – 40% of Overall Score

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

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

(End of provision)