



USAID | BANGLADESH

FROM THE AMERICAN PEOPLE

July 25, 2019

Dear Prospective Offeror:

Subject: Solicitation for short - term consultancy

The United States government, represented by the U.S. Agency for International Development (USAID), invites qualified individuals to submit a proposal to provide a short --term consultancy.

The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form, SF 1449
2. Scope of Work/Bid Schedule

You are encouraged to make your quote competitive. Also, you are cautioned against any collusion with other potential offerors in regard to price quotations to be submitted.

Questions and proposal submission under the RFQ can be sent via email to abakbar@usaid.gov and ifarjana@usaid.gov. Your proposal must be accompanied by a separate financial proposal.

Issuance of this RFQ does not constitute an award or commitment on the part of the U.S Government, nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. RFQs are due on August 8, 2019.

Designated Office:

Office of Acquisition and Assistance
USAID/Bangladesh
U.S. Embassy
Madani Avenue, Baridhara
Dhaka-1212, Bangladesh

We look forward to receiving your RFQ and thank you in advance for your interest in USAID/Bangladesh procurement opportunities.

Sincerely,

Abdullah Akbar
Contracting Officer
USAID/Bangladesh

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER REQ-388-19-000090		PAGE 1 OF 2 of 45							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 72038819Q00004							
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Jannatul Farjana				b. TELEPHONE NUMBER (No collect calls) +255662085		6. SOLICITATION ISSUE DATE 07/25/2019					
9. ISSUED BY Office of Acquisition and Assistance USAID/Bangladesh U.S. Embassy Madani Avenue, Baridhara Dhaka-1212, Bangladesh		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> EDWOSB SIZE STANDARD:					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
15. DELIVER TO Office of Acquisition and Assistance USAID/Bangladesh U.S. Embassy		CODE		16. ADMINISTERED BY Not Applicable		CODE		N/A					
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE					
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Quote Solicitation for Short term Consultancy Please see attached for details <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>											
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)							
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (Type or print) Abdullah Akbar			31c. DATE SIGNED 07/25/2019				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

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SECTION A- TITLE**SOLICITATION FOR SHORT - TERM CONSULTANCY****SECTION B - SUPPLIES OR SERVICES/PRICES****B.1 PURPOSE**

USAID Bangladesh is seeking an experienced individual with the ability to perform the tasks stated in Section C of this document as a short-term consultant. The timeline will be from on/or about September 15, 2019, through November 15, 2019.

B.2. CONTRACT TYPE

The contract type is firm --fixed-price awarded based on deliverables. A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. The contractor shall provide the service and deliverables described in Section C 'Statement of Work' and Section F.5 Deliverables and Minimum Requirements, in accordance with the terms and conditions set forth in this solicitation and resulting award.

B.3 BUDGET AND CEILING PRICE

The firm - fixed price of the contract is TBD.

Description	Costs
Fee	TBD
Air Fare	TBD
Per diem (lodging)	TBD
Per diem (M&IE)	TBD
Miscellaneous (ATM, VISA, transportation in country)	TBD
Postage, Shipping	TBD
Estimated Total	TBD

B.4. PAYMENT SCHEDULE

The expected deliverables and payment timeline will be as follows-

Summary of deliverables	Estimated due date	Payment
1) Provide a three- to five-page proposed consultancy plan. The consultant will submit this assessment plan to the USAID DRG Office Director or designated officer, covering potential labor-market opportunities and gaps.	Within five working days of the effective date of the award	15% of total payment upon acceptance of deliverable and proper invoice
2) Review the Workers' Empowerment and Participation (WEP) activity and submit a three to five page review of the activity, in consultation with DRG Office, the Solidarity Center and Embassy Pol/Econ Section.	Within 10 working days of the effective date of the award	15% of total payment upon acceptance of deliverable and proper invoice
3.1) Monitor activities and results per the Monitoring and Evaluation (M&E) Plan and WEP annual work plan. Produce comments and suggestions to maximize M&E plan effectiveness. 3.2) Discuss with the Inter-agency Activity and the U.S. Federal Mediation and Conciliation Services (FMCS) ways to improve Government of Bangladesh ability to process trade-union registration and enhance labor directorate inspection skills. Consultations should include: FMCS in Washington, Bangladesh Ministry of Labor and Employment and Department of Labour, International Labour Organization, Solidarity Center, Bangladesh Institute for Labor Studies, IndustriALL Bangladesh Council and other relevant stakeholders.	Within 15 working days of the effective date of the award	10% of total payment upon acceptance of deliverable and proper invoice
4.1) Provide a 5 to 10 page draft proposal to expand the current labor portfolio. The draft will be evaluated and returned to the consultant with recommendation. 4.2) After consultations with the DRG Office Director and staff, the consultant will prepare a revised guide to expanding the current labor portfolio, both through enhancing on-going activities and by identifying potential new areas and activities. 4.3) Debriefing presentation with DRG team	Within 30 working days of the effective date of the award	30% of total payment upon acceptance of deliverables and proper invoice
5) Submit final proposals/assessment report to DRG.	Within 40 working days of the effective date of the award	30% of total payment upon acceptance of deliverables and proper invoice

The consultant shall submit invoices to USAID which shall receive initial technical approval by the USAID/Bangladesh DRG Team Lead of this activity, before payment will be made.

END OF SECTION B

SECTION-C DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

INTERNATIONAL CONSULTANT PROGRAM SUPPORT SERVICES

I. Introduction

USAID has supported labor-rights activities in Bangladesh since the late 1970s. Current USAID support focuses on workers in the Ready Made Garments (RMG) and Shrimp and Fish Processing (SFP) sectors -- the two primary Bangladeshi export sectors. Despite major obstacles, substantial progress has been made as a result of USAID support for working conditions and workers' opportunities and rights in Bangladesh. Although unions and other worker organizations made enormous strides in the years following the Tazreen Fashion and Rana Plaza disasters, many RMG workers continue to experience human rights violations. A large portion of the labor force remains unrepresented, and union officials are not always well trained in effective techniques to protect their members' rights. This continuing resistance demonstrates the need for stronger advocacy and creativity in advancing labor rights.

II. Purpose

The purpose of the purchase order is to help USAID gain an increased understanding of the challenges and opportunities for labor-rights programming in Bangladesh. The contractor will be responsible for conducting an assessment of the current labor-rights environment through a mixed methods approach and provide recommendations on changes/modifications to the current USAID labor portfolio. S/he will also be responsible for working with the USAID labor-portfolio Agreement Officer's Representative to review the current monitoring and evaluation plan for the existing labor activities. Lastly, s/he will develop a technical brief about the labor-rights landscape in Bangladesh.

The contractor will be required to travel to Bangladesh, provide regular progress updates as documented deliverables, as described below. The consultant will report to the USAID DRG Office Director or his designee.

III. Deliverables

Summary of deliverables	Estimated due date
1) Provide a three to five page proposed consultancy plan. The consultant will submit this assessment plan to the USAID DRG Office Director or designated officer, covering potential labor-market opportunities and gaps.	Within five working days of the effective date of the award
2) Review the Workers' Empowerment and Participation (WEP) activity and submit a three to five page review of the activity, in consultation with DRG Office, the Solidarity Center and Embassy Pol/Econ Section.	Within 10 working days of the effective date of the award
3.1) Monitor activities and results per the Monitoring and Evaluation (M&E) Plan and WEP annual work plan. Produce comments and suggestions to maximize M&E plan effectiveness. 3.2) Discuss with the Inter-agency Activity and the U.S. Federal Mediation and Conciliation Services (FMCS) ways to improve Government of Bangladesh ability to process trade-union registration and enhance labor directorate inspection skills. Consultations should include: FMCS in Washington,	Within 15 working days of the effective date of the award

Bangladesh Ministry of Labor and Employment and Department of Labour, International Labour Organization, Solidarity Center, Bangladesh Institute for Labor Studies, IndustriALL Bangladesh Council and other relevant stakeholders.	
<p>4.1) Provide a five to 10 page draft proposal to expand the current labor portfolio. The draft will be evaluated and returned to the consultant with recommendation.</p> <p>4.2) After consultations with the DRG Office Director and staff, the consultant will prepare a revised guide to expanding the current labor portfolio, both through enhancing on-going activities and by identifying potential new areas and activities.</p> <p>4.3) Debriefing presentation with DRG team</p>	Within 30 working days of the effective date of the award
5) Submit final proposals/assessment report to DRG.	Within 40 working days of the effective date of the award

SECTION D - PACKAGING AND MARKING

This section is not applicable to the Purchase Order.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING PURCHASE ORDER CLAUSES INCORPORATED BY REFERENCE

This purchase order 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 these addresses: <http://farsite.hill.af.mil/vffara.htm> and <http://transition.usaid.gov/policy/ads/300/aidar.pdf>

FAR 52.202-2, Clauses Incorporated by Reference, the Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	Inspection of Services – Fixed-Price	AUG 1996

E.2 INSPECTION AND ACCEPTANCE

USAID/Bangladesh inspection and acceptance of services takes place at:
 USAID/Bangladesh
 U.S. Embassy
 Madani Avenue, Baridhara
 Dhaka-1207; Bangladesh

END OF SECTION - E

SECTION F - DELIVERABLES OR PERFORMANCE

F.1 NOTICE LISTING ORDER CLAUSES INCORPORATED BY REFERENCE

The following order clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this order. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance for this service is a period of two months, and is expected to start immediately upon contract award to the successful contractor, with the possibility to extend the performance period for additional work. Completion of the described deliverables is expected to take no longer than 60 calendar days, starting on or about mid-September and ending on or about mid-November 2019. Depending upon the needs of USAID, the concurrence of the USAID/Bangladesh DRG Team Lead, the availability of the consultant, and the approval of the Contracting Office, a determination to extend the contract up to three additional weeks may be agreed upon.

F.3 PLACE OF PERFORMANCE

The consultant is expected to spend a minimum of 60 percent of the consultation period in Dhaka, Bangladesh, and will account for days worked with USAID Bangladesh. The final arrangement shall be agreed upon with USAID/Bangladesh.

F. 4. WORK SCHEDULE

The contractor will initiate work within five business days of signature of the Purchase Order, unless otherwise agreed to in writing by USAID. The regular work week at the USAID Mission in Dhaka is Sunday – Thursday; 8:00 am to 4:30 pm, which may require the contractor to be available for calls during USAID/Bangladesh regular working hours. The contractor will be responsible for arranging his/her own work premises and transportation and expected to have planned regular consultation meetings and presentation with USAID staff in the Embassy compound.

F.5 DELIVERABLES AND MINIMUM REQUIREMENTS

See Section C for detailed Deliverables.

Required Skill Set

- The contractor will work from his or her own base and must have:
- Advanced degree in anthropology, economics, political science or development-related field.
- A minimum of five years of experience working in Bangladesh, with demonstrated understanding of Bangladesh society and political situation.
- Extensive experience with the Bangladeshi labor sector.
- Previous experience working with the U.S. government and familiarity with USG processes and procedures.
- Ability to convey complex material clearly, concisely and effectively in layman's terms. Writing must be grammatical, properly punctuated, syntactically sound and logically organized, consistent with Modern Language Association style, with all findings fully substantiated.

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

USAID/Bangladesh
Office of Acquisition and Assistance Office
U.S. Embassy
Madani Avenue, Baridhara,
Dhaka-1212, Bangladesh

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this purchase order and notwithstanding any provisions contained elsewhere in this purchase order, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the purchase order terms and conditions, including ceiling price.

G.3 ACCEPTANCE, APPROVAL AND PAYMENT

This is a firm --fixed-price contract awarded based on successful completion of the required deliverables as stated in the SOW. A firm-fixed price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. Payments shall be made upon successful completion, submission and acceptance of the required services and/or deliverables.

The Contractor shall submit a request letter along with the "Public Voucher SF- 1034" to USAID Dhaka Payment Section, USAID/Bangladesh, for payment indicating the service contract number and description of services. All invoices should be submitted electronically to: paymentsdhaka@usaid.gov.

G.4 INVOICES

Submission of invoices shall be done electronically. Soft or electronic copies of the invoice shall be sent to: paymentsdhaka@usaid.gov with a copy to the Contracting Officer Representative's email address.

(i) Send via email, one invoice, all other required supporting documents, and SF- 1034 Public Voucher for Purchases and Services Other Than Personal.

(ii) The SF-1034 must be signed,

(iii) The invoice should provide the bank account details which should include the bank account number, the bank name and address, the SWIFT Code and the EFT number.

G.5 PAYMENT TERMS

Payment shall be made to the vendor upon receipt and acceptance of deliverables by USAID/Bangladesh, and receipt of a valid invoice. Payment will be made per the actual invoice (with supporting documentation) and through the Prompt Payment Act (within 30 days after receiving a proper invoice by EFT or Check).

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING PURCHASE ORDER CLAUSES INCORPORATED BY REFERENCE

This purchase order 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 these addresses:

<http://farsite.hill.af.mil/vffara.htm> and
<http://transition.usaid.gov/policy/ads/300/aidar.pdf>.

AIDAR 752.2, Clauses Incorporated by Reference (Feb 1998). The Contractor shall comply with the following USAID Acquisition Regulation (AIDAR) clauses that are incorporated by reference:

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
752.202-1	USAID DEFINITIONS CLAUSE – SUPPLEMENT FOR USAID	DEC 1986
752.209-71	CONTRACTS INVOLVING PERFORMANCE OVERSEAS ORGANIZATGION CONFLICT OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-70	SOURCE ORIGIN AND NATIONALITY REQUIREMENTS	FEB 1997
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	JUL 1997
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	JUL 2007
752.229-70	FEDERAL, STATE AND LOCAL TAXES.	-
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S DOLLARS TO LOCAL CURRENCY	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIP	OCT 1989
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7009	MARKING	JAN 1993
752.7032	INTERNATIONAL TRAVEL APPROVAL AND	JAN 1990

752.7033 NOTIFICATION REQUIREMENTS
 PHYSICAL FITNESS

JULY 1997

A. EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub-awards issued under this contract/agreement.

END OF SECTION – H

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING PURCHASE ORDER CLAUSES INCORPORATED BY REFERENCE

This purchase order 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 these addresses:

<http://farsite.hill.af.mil/vffara.htm> and
<http://transition.usaid.gov/policy/ads/300/aidar.pdf>

(b) FAR 52.202-2 , Clauses Incorporated by Reference. The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

Number	TITLE	DATE
52. 202-1	DEFINITIONS	NOV 2013
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.212-2	EVALUATION	Oct 2014
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES AND EXECUTIVE ORDERS	May 2019
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.216-25	CONTRACT DEFINITIZATION	OCT 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN 2019
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-25	PROHIBITION TO CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN – REPRESENTATION AND CERTIFICATION	AUG 2018
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT 2018
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS.	JUN 2013
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)	OCT 2004

52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2019
52.247.63	PREFERENCE FOR US-FLAG AIR CARRIERS	JUN 2003

END OF SECTION I

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment Number	Description
1	USAID NON-EMPLOYEE VENDOR REQUEST / UPDATE FORM

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS**

K.1 52.212-3 Offeror Representations and Certifications-Commercial Items (Oct 2018)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (OCT 2018)

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

1. (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—

- a. (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
- b. (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—

- c. (1) PSC 5510, Lumber and Related Basic Wood Materials;
- d. (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- e. (3) PSG 88, Live Animals;
- f. (4) PSG 89, Subsistence;

- g. (5) PSC 9410, Crude Grades of Plant Materials;
- h. (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- i. (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- j. (8) PSC 9610, Ores;
- k. (9) PSC 9620, Minerals, Natural and Synthetic; and
- l. (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—

- m. (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- n. (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;
- o. (3) Consist of providing goods or services to marginalized populations of Sudan;
- p. (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- q. (5) Consist of providing goods or services that are used only to promote health or education; or
- r. (6) Have been voluntarily suspended. “Sensitive technology”—

“Sensitive technology”—

- s. (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - i. (i) To restrict the free flow of unbiased information in Iran; or
 - ii. (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- t. (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”—

- u. (1) Means a small business concern—

- i. (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. (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.
- v. (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—

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

- y. (1) Directly by a parent corporation; or
- z. (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—

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

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

cc. (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

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

2. (b)

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

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

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

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

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

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

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

b. (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.

c. (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.

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

e. (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.

- f. (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. (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. (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.
- g. (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. (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. (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.
- h. (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.
- i. (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: _____
- j. (10) *HUBZone small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph(c)(1) of this provision.] The offeror represents, as part of its offer, that-
- i. (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
 - ii. (ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

- a. (1) Previous contracts and compliance. The offeror represents that-
 - i. (i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - ii. (ii) It has, has not filed all required compliance reports.
- b. (2) *Affirmative Action Compliance*. The offeror represents that-
 - i. (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. (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.

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

6. (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.)

a. (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.”

b. (2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

Line Item No.	Country of Origin
_____	_____

c. [List as necessary]

d. (3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

7. (g)

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

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

Other Foreign End Products:

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

[List as necessary]

iv. (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

b. (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.

Line Item No.

[List as necessary]

c. (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]

d. (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]

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

i. (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. (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
_____	_____

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

iii. (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.

8. (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—

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

b. (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;

c. (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

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

1. (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.

2. (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. (ii) *Examples.*

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

2. (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.

3. (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.

4. (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).

9. (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\(b\).](#)]

a. (1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

10. (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-
- a. (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
 - b. (2) Outside the United States.
11. (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.*]
- a. (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. (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. (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. (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.
 - b. (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that-
 - i. (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. (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. (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. (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.
 - c. (3) If paragraph (k)(1) or (k)(2) of this clause applies-
 - i. (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. (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.
12. (l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

a. (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).

b. (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.

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

i. TIN: _____.

ii. TIN has been applied for.

iii. TIN is not required because:

iv. 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;

v. Offeror is an agency or instrumentality of a foreign government;

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

d. (4) *Type of organization*.

i. Sole proprietorship;

ii. Partnership;

iii. Corporate entity (not tax-exempt);

iv. Corporate entity (tax-exempt);

v. Government entity (Federal, State, or local);

vi. Foreign government;

vii. International organization per 26 CFR 1.6049-4;

viii. Other _____.

e. (5) *Common parent*.

i. Offeror is not owned or controlled by a common parent;

ii. 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*.

a. (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](#).

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

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

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

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

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

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

- i. (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. (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. (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 (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).
- c. (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-
- i. (i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and
 - ii. (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
16. (p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).
- a. (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.
 - b. (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.

- c. (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)

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

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

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

ii. (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.

b. (2) The Offeror represents that—

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

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

a. (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.

b. (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):

i. Predecessor CAGE code: (or mark “Unknown”).

Predecessor legal name: _.

(Do not use a “doing business as” name).

▪ (s) [Reserved].

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

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

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

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

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

- iii. (iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.
- c. (3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.
21. (u)
- a. (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- b. (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- c. (3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

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

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (May 2019)

- (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:
- a. (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- b. (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).
- c. (3) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (*Nov 2015*).
- d. (4) [52.233-3](#), Protest After Award (*Aug 1996*) ([31 U.S.C. 3553](#)).
- e. (5) [52.233-4](#), Applicable Law for Breach of Contract Claim (*Oct 2004*) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

- a. (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](#)).
- b. (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- c. (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- d. (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- e. (5) [Reserved].
- f. (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- g. (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- h. (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](#)).
- i. (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- j. (10) [Reserved].
- k. (11)
 - i. (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
 - ii. (ii) Alternate I (Nov 2011) of [52.219-3](#).
- l. (12)
 - i. (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone 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. (ii) Alternate I (Jan 2011) of [52.219-4](#).
- m. (13) [Reserved]
- n. (14)
 - i. (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
 - ii. (ii) Alternate I (Nov 2011).
 - iii. (iii) Alternate II (Nov 2011).
- o. (15)
 - i. (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
 - ii. (ii) Alternate I (Oct 1995) of [52.219-7](#).
 - iii. (iii) Alternate II (Mar 2004) of [52.219-7](#).
- p. (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- q. (17)
 - i. (i) [52.219-9](#), Small Business Subcontracting Plan (Aug 2018) ([15 U.S.C. 637\(d\)\(4\)](#))
 - ii. (ii) Alternate I (Jan 2017) of [52.219-9](#).
 - iii. (iii) Alternate II (Nov 2016) of [52.219-9](#).
 - iv. (iv) Alternate III (Nov 2016) of [52.219-9](#).
 - v. (v) Alternate IV (Aug 2018) of [52.219-9](#)
- r. (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- s. (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).

- t. (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (*Jan* 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- u. (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (*Nov* 2011) ([15 U.S.C. 657f](#)).
- v. (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (*Jul* 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- w. (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\(m\)](#)).
- x. (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\(m\)](#)).
- y. (25) [52.222-3](#), Convict Labor (*June* 2003) (E.O.11755).
- z. (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (*Jan* 2018) (E.O.13126).
- aa. (27) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- bb. (28)
 - i. (i) [52.222-26](#), Equal Opportunity (*Sept* 2016) (E.O.11246).
 - ii. (ii) Alternate I (*Feb* 1999) of [52.222-26](#).
- cc. (29)
 - i. (i) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C. 4212](#)).
 - ii. (ii) Alternate I (*July* 2014) of [52.222-35](#).
- dd. (30)
 - i. (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
 - ii. (ii) Alternate I (*July* 2014) of [52.222-36](#).
- ee. (31) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C. 4212](#)).
- ff. (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496).
- gg. (33)
 - i. (i) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 - ii. (ii) Alternate I (*Mar* 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- hh. (34) [52.222-54](#), Employment Eligibility Verification (*Oct* 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ii. (35)
 - i. (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. (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.)
- jj. (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun* 2016) (E.O. 13693).
- kk. (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun*2016) (E.O. 13693).
- ll. (38)
 - i. (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun* 2014) (E.O.s 13423 and 13514).
 - ii. (ii) Alternate I (*Oct* 2015) of [52.223-13](#).
- mm. (39)

- i. (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).
- ii. (ii) Alternate I (*Jun 2014*) of [52.223-14](#).
- nn. (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec 2007*) ([42 U.S.C. 8259b](#)).
- oo. (41)
 - i. (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).
 - ii. (ii) Alternate I (*Jun 2014*) of [52.223-16](#).
- pp. (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).
- qq. (43) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).
- rr. (44) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).
- ss. (45)
 - i. (i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).
 - ii. (ii) Alternate I (*Jan 2017*) of [52.224-3](#).
- tt. (46) [52.225-1](#), Buy American-Supplies (*May 2014*) ([41 U.S.C. chapter 83](#)).
- uu. (47)
 - i. (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. (ii) Alternate I (*May 2014*) of [52.225-3](#).
 - iii. (iii) Alternate II (*May 2014*) of [52.225-3](#).
 - iv. (iv) Alternate III (*May 2014*) of [52.225-3](#).
- vv. (48) [52.225-5](#), Trade Agreements (*Aug 2018*) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- ww. (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (*June 2008*) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- xx. (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- yy. (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (*Nov 2007*) ([42 U.S.C. 5150](#)).
- zz. (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov 2007*) ([42 U.S.C. 5150](#)).
- aaa. (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb 2002*) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- bbb. (54) [52.232-30](#), Installment Payments for Commercial Items (*Jan 2017*) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ccc. (55) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct 2018*) ([31 U.S.C. 3332](#)).
- ddd. (56) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) ([31 U.S.C. 3332](#)).
- eee. (57) [52.232-36](#), Payment by Third Party (*May 2014*) ([31 U.S.C. 3332](#)).
- fff. (58) [52.239-1](#), Privacy or Security Safeguards (*Aug 1996*) ([5 U.S.C. 552a](#)).
- ggg. (59) [52.242-5](#), Payments to Small Business Subcontractors (*Jan 2017*) ([15 U.S.C. 637\(d\)\(13\)](#)).
- hhh. (60)

- i. (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. (ii) Alternate I (Apr 2003) of [52.247-64](#).
- iii. (iii) Alternate II (Feb 2006) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

- a. (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- b. (2) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- c. (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](#)).
- d. (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- e. (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](#)).
- f. (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](#)).
- g. (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](#)).
- h. (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- i. (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- j. (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

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

a. (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.

b. (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.

c. (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)

a. (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. (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#)).
- ii. (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (*Jan 2017*) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- iii. (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).
- iv. (iv) [52.219-8](#), Utilization of Small Business Concerns (*Oct 2018*) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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.
- v. (v) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- vi. (vi) [52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).
- vii. (vii) [52.222-26](#), Equal Opportunity (*Sept 2015*) (E.O.11246).
- viii. (viii) [52.222-35](#), Equal Opportunity for Veterans (*Oct 2015*) ([38 U.S.C.4212](#)).
- ix. (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul 2014*) ([29 U.S.C.793](#)).
- x. (x) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([38 U.S.C.4212](#))
- xi. (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- xii. (xii) [52.222-41](#), Service Contract Labor Standards (*Aug 2018*) ([41 U.S.C. chapter 67](#)).
- xiii. (xiii)
 - 1. (A) [52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O 13627).
 - 2. (B) Alternate I (*Mar 2015*) of [52.222-50](#)([22 U.S.C. chapter 78 and E.O 13627](#)).
- xiv. (xiv) [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](#)).
- xv. (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).
- xvi. (xvi) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).
- xvii. (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec 2015*).
- xviii. (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).
- xix. (xix)
 - 1. (A) [52.224-3](#), Privacy Training (*Jan 2017*) ([5 U.S.C. 552a](#)).
 - 2. (B) Alternate I (*Jan 2017*) of [52.224-3](#).
- xx. (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- xxi. (xxi) [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](#).

xxii. (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

b. (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)

END OF SECTION K

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Interested candidates should submit the following documentation as part of the application:

Technical Proposal:

1. Expression of interest, outlining capability to provide the requested deliverables as a labor expert, as well as experience in conducting similar services.
2. A letter of commitment, confirming availability during the period of performance.
3. Curriculum Vitae.
4. Outline proposal for accomplishing the work;
5. Two or more writing samples; and
6. Any additional information candidate deems pertinent to accomplishing the work.
7. Satisfactory past performance; at least three references of similar scope in relevant work performed.

Cost Proposal:

1. Detailed budget, outlining all costs, associated with the work described above.
2. Budget notes, explaining assumptions.
3. Biographical Data Sheet (Form AID 1420 -17 - attached) must be submitted and contain verified salary history for the previous three years. The USAID Contractor Salary Threshold (CST) sets a maximum rate on salaries under contracts.
4. Certifications and Representations, provided in Attachment A.

Cost must be presented in USD in terms of a successful completion of deliverables as stated in Section B. All interested bidders can submit their bid via email to Jannatul Farjana, A&A Specialist at jfarjana@usaid.gov before the closing date and time.

END OF SECTION –L

SECTION M - EVALUATION FACTORS FOR AWARD

The contractor will be evaluated on the following technical knowledge and work experience. The contractor will work from his or her own base and must have:

- Advanced degree in anthropology, economics, political science or development-related field.
 - A minimum of five years of experience working in Bangladesh, with demonstrated understanding of Bangladesh society and political situation.
 - Extensive experience with the Bangladeshi labor sector.
 - Previous experience working with the U.S. government and familiarity with USG processes and procedures.
 - Ability to convey complex material clearly, concisely and effectively in layman's terms. Writing must be grammatical, properly punctuated, syntactically sound and logically organized, consistent with Modern Language Association style, with all findings fully substantiated.

The following criteria will be used during the review of applications:

1. Experience and qualifications (60 points)
2. English writing skills (25 points)
3. Academic credentials (10 points)
4. Schedule flexibility, ability to start within 15 working days of offer being made (5 points)

END OF SECTION -M

USAID NON-EMPLOYEE VENDOR REQUEST / UPDATE FORM

To sync a SAM vendor, or to add/update a SAM exempt A&A vendor, email this form to vrequest@usaid.gov.

To add non-US currency payment line to an existing A&A vendor, please consult with your OFM to submit this form to you Vendor Processing Mission. The Vendor Processing Mission list can be found [here](#) on the Phoenix Guides and Procedures page under the Vendor subsection in the right column.

Per ADS 545, personally identifiable information (PII) must be encrypted in order to send the file via email. When submitting this form, zip and encrypt it with a password and then send the password in a separate email.

Request Type Add New Vendor Update Existing Vendor

Vendor Code _____ Vendor Address Code _____

General Vendor Information

Vendor Name _____

DUNS* _____ DUNS+4 _____ CAGE/NCAGE _____

Is vendor active in SAM? Yes No In Progress
If "no", please select reason for exemption**

SSN/EIN _____ TIN Type SSN EIN 1099 Vendor

Currency/Currency Code (only for Trust Funds) _____
See Banking Information section below to specify payment currency information

Use for: Billing Procurement Payment

Vendor Type

- | | |
|---|--|
| <input type="checkbox"/> US Federal Agency | <input type="checkbox"/> State & Local Government |
| <input type="checkbox"/> US Business | <input type="checkbox"/> Grant Recipient |
| <input type="checkbox"/> Foreign Business | <input type="checkbox"/> Foreign Government |
| <input type="checkbox"/> Personal Services Contractor (US PSC) | <input type="checkbox"/> Private Voluntary Organization (PVO) |
| <input type="checkbox"/> Foreign Service National (FSN/TCN PSC) | <input type="checkbox"/> Public International Organization (PIO) |
| <input type="checkbox"/> Invitational Traveler | |

Vendor Contact Name _____

Phone Number _____

Email Address _____

Address Information

Mailing Address _____

City _____ **Country** _____ **State** _____ **Postal Code** _____

Physical Address _____

City _____ **Country** _____ **State** _____ **Postal Code** _____

Remittance Address _____

City _____ **Country** _____ **State** _____ **Postal Code** _____

Banking Information

For US Dollar payments (EFT/Direct Deposit)

Bank Name _____

ABA Number (Bank 9 digit Routing #) _____ **Account Type** Checking Savings

Bank Account Number _____

For Local Currency payments

Swift Code _____

Currency/Currency Code _____

To view available USDO currency codes, please review Phoenix Currency Codes found [here](#)

IBAN _____

**For vendor address lines using the 022 currency*

Sub-Routing Number _____

Sub-Bank Name _____

Sub-Bank Account Number _____

***DUNS Number Requirement** – *Data Universal Numbering System (DUNS)* number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>). All vendors (including foreign businesses) receiving USAID awards over the monetary threshold established in FAR 4.6 must obtain their own unique DUNS number. If a vendor does not have a DUNS number and they meet the associated requirements, as indicated in FAR 4.605, then a generic DUNS may be used. The ADS 309 also provides guidance on the use of generic DUNS for PSCs where the Place of Performance is outside of the United States.

****SAM Registration Requirement** – In addition to the DUNS number requirement, all vendors doing business with the Federal Government must be registered in the System for Award Management (SAM) database (<http://www.sam.gov>), unless they qualify for an exception set forth by Agency policy. [FAR 4.11](#) provides some exceptions to SAM registration for Acquisitions awards made to foreign vendors for work performed outside the United States. [2 CFR 25.110](#) provides a list of exceptions to SAM registration and/or DUNS requirements for Assistance vendors.