Dear Prospective Quoter:

SUBJECT: Solicitation Number 19DR86-20-Q-0003 School Transportation Services

The Embassy of the United States of America invites you to submit a quotation for school transportation services.

The Embassy intends to conduct a pre-proposal conference via internet teleconferencing, and all prospective offerors who have received a solicitation package are invited to attend. Please see Section 3 for more information.

Your proposal must be submitted via email to SantoDomingoContracts@state.gov on or before 4:30pm on June 30, 2020. No proposal will be accepted after this time.

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

1. Completed SF-1149
2. Section 1, Pricing
3. Section 5, Representations and Certifications
4. Additional information as required in Section 3

Direct any questions regarding this solicitation to Contracting Specialist Lilian Bobadilla by email to BobadillaL@state.gov or by telephone (809.368.7675) during regular business hours.

Sincerely,

Phillip de Souza
Contracting Officer
SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO.                        3. AWARD/ EFFECTIVE DATE 4. ORDER NUMBER
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
   a. NAME                              5. TELEPHONE NUMBER(No collect calls)
   b. TELEPHONE NUMBER                   8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY
   CODE
   AMERICAN EMBASSY SANTO DOMINGO
   AV REP DE COLOMBIA 57 ALTOS DE ARROYO HONDO, ATTN: GSO
   SANTO DOMINGO
   DOMINICAN REPUBLIC

10. THIS ACQUISITION IS
   a. UNRESTRICTED OR
       SET ASIDE: % FOR:
       SMALL BUSINESS
       WOMEN-OWNED SMALL BUSINESS
       HUBZONE SMALL BUSINESS
       (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
       SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
       EDWOSB
       EMERGING SMALL BUSINESS
       SIZE STANDARD:

12. DISCOUNT TERMS
13a. THIS CONTRACT IS A
13b. RATING
14. METHOD OF SOLICITATION
   x RFQ
   IFB
   RFP

15. DELIVER TO
   CODE
   AMERICAN EMBASSY SANTO DOMINGO
   AV REP DE COLOMBIA 57 ALTOS DE ARROYO HONDO, ATTN: WAREHOUSE
   SANTO DOMINGO 10605
   DOMINICAN REPUBLIC

16. ADMINISTERED BY
   CODE
   AMERICAN EMBASSY SANTO DOMINGO
   AV REP DE COLOMBIA 57 ALTOS DE ARROYO HONDO, ATTN: GSO
   SANTO DOMINGO 10605
   DOMINICAN REPUBLIC

17a. CONTRACTOR/OFFERER
    CODE
    FACILITY CODE

18a. PAYMENT WILL BE MADE BY
     CODE
     AMERICAN EMBASSY SANTO DOMINGO
     3470 Santo Domingo Pl, FMO
     Washington DC 20521
     DOMINICAN REPUBLIC

19. ITEM NO.
20. SCHEDULE OF SUPPLIES/SERVICES
   SEE ATTACHED
   (Use Reverse and/or Attach Additional Sheets as Necessary)

21. QUANTITY
22. UNIT
23. UNIT PRICE
24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA
26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO 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 HEREIN.

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
30b. NAME AND TITLE OF SIGNER (Type or print)
30c. DATE SIGNED
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
31b. NAME OF CONTRACTING OFFICER (Type or print)
31c. DATE SIGNED
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE  
32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE  
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER  
34. VOUCHER NUMBER  
35. AMOUNT VERIFIED CORRECT FOR

☐ COMPLETE ☐ PARTIAL ☐ FINAL

36. PAYMENT  
37. CHECK NUMBER

38. S/R ACCOUNT NO.  
39. S/R VOUCHER NO.  
40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT  
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  
41c. DATE

42a. RECEIVED BY (Print)  
42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)  
42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK
TABLE OF CONTENTS

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number 19DR86-20-Q-0003, Prices, Block 23
- Continuation To SF-1449, RFQ Number 19DR86-20-Q-0003, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 School Calendar
  - Attachment 1A Listing of School Holidays
- Attachment 2 Summary of Number of School Days
- Attachment 3 School Bus Routes
- Attachment 4 General Orders

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12
SECTION 1 – THE SCHEDULE
CONTINUATION TO SF-1449, RFQ NUMBER 19DR86-20-Q-0003
PRICES, BLOCK 23

1.0 SCOPE OF SERVICES.

1.1 Scope. The Contractor shall provide standard transportation services (regular school and after school programs), and additional or emergency transportation services, exclusive to dependents of the U.S. Government employees of the U.S. Embassy in Santo Domingo, Dominican Republic, in accordance with the Statement of Work in this contract.

1.2 Period of Performance. This contract shall include one base year and four (4) option years. Although the school year is a period of approximately ten (10) months, each performance period in the contract consists of twelve (12) months. See Attachments 1 and 1A and Attachment 2 for the school year calendar, including holidays. These attachments will be updated as necessary, should optional periods of performance be exercised.

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

1.4 Definitions.

Large bus – Bus with a capacity to transport from twenty-five to forty (25-40) passengers, including up to two monitors.

Mini-bus – Bus with a capacity to transport from seven to twelve (7-14) passengers, including up to one monitor.

One-Way Run – Transportation for students from the school to the designated bus stops, or from the designated bus stops to the school; a One-Way trip.

Regular bus – Bus with a capacity to transport from fifteen to twenty-four (15-24) passengers, including up to one monitors.

Round-trip – Consists of one bus picking up all students on the scheduled route at the house and dropping them off at school, then at the designated time picking them up at school and returning them to house for that route. A bus can have more than one round-trip per day if it is used for more than one round-trip route.

Route – Designated itinerary of a bus to pick-up one or more students at their door or school and dropping them off at school or designated bus stops.

Unauthorized Passengers – Unauthorized passengers are not permitted on the bus. This includes children, spouses, relatives, employees, friends or others who are not U.S. Embassy
students/employees. This also includes transferring students from bus to bus without the knowledge of the dispatchers or the director. Parents requesting a ride on the bus must receive advance approval from Contracting Officer Representative (COR).

2.0 TYPE OF CONTRACT

2.1 Standard Services

The contract type shall be a firm-fixed price contract type for standard services, billed per number of school bus roundtrips, as further defined in paragraph 1.4 above. Estimated dates of service are set forth in Attachment 1.

2.2 Additional/Emergency Services

This portion of the contract shall be an indefinite-delivery indefinite-quantity type contract, billed at firm-fixed price rates, for additional/emergency services. These are services for additional bus runs, to or from one of the destinations identified in this contract.

3.0 PRICING

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

3.2 Standard Services. The monthly price for Standard Services shall include all direct and indirect costs for equipment and labor, including but not limited to: labor and overtime for employees, benefits, all social insurance to include any severance liabilities required by law, licenses, communication equipment and its expenses (radio or cell phones), vehicles, vehicles maintenance & repair, all operating costs associated with the services, fuel, and profit.

3.3 Additional/Emergency Services. The price for additional/emergency services shall include all direct and indirect costs and profit.

3.4 BASE YEAR

This base period of performance shall commence on date specified in Notice to Proceed and continue for a period of twelve (12) months. See paragraph 1.2 above. The Contractor shall provide a minimum of one school bus per route as described in Attachment 3 for regular morning and afternoon routes as well as three (3) buses for transportation home following after school programs.
### 3.4.1 Standard Services – Base Year

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Daily rate (USD$)</th>
<th>Average school days in a month</th>
<th>Estimated months in a school year</th>
<th>Total (USD$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Door to Door Transportation services to/from School</td>
<td></td>
<td>18 days</td>
<td>10 months</td>
<td></td>
</tr>
</tbody>
</table>

### 3.4.2 Additional/Emergency Services - Base Year

The Contractor shall provide one or more bus(es) upon request of the COR. These services shall be paid for each one-way run. The Contractor will not be paid a separate run amount for moving the bus from its facility to the pick-up point for the students.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Price per Run (USD$)</th>
<th>Estimated Runs per School year</th>
<th>Total (USD$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>02</td>
<td>Bus – One-way run – Door to Door to/from School</td>
<td></td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>
I. STATEMENT OF WORK

A. DESCRIPTION OF SERVICES

1. Scope of Contract. The purpose of this contract is to provide daily routine transportation services for U.S. embassy-affiliated children who attend the Carol Morgan School. The Contractor shall provide supervision, labor, materials, fuel and equipment for the United States Embassy in Santo Domingo, Dominican Republic.

2. General Requirements. The Contractor shall provide the transportation services on school days, Monday thru Friday, except holidays and other days specifically designated by the school. The attachments to this model, listed below, provide information relating to school schedules, bus routes and orders for contractor personnel.

Attachment 1: School Calendar
Attachment 1A: Listing of School Holidays
Attachment 2: Summary of Number of School Days
Attachment 3: School Bus Routes
Attachment 4: General Orders

2.1 Routes shall be planned in order to allow all students arrive at least fifteen (15) minutes before school starts and take students from the Carol Morgan School to their homes at the end of the school day. Pick up shall start as early as 6:30 a.m.

2.2. Buses shall take care to pick up and drop off students, particularly small children, in the side of the street closest to their homes. Monitors are to verify that students have entered the gate of their residence to leave by checking the address on their list. When possible, the driver may enter a “residential complex” so the children disembark from the bus within their outer gate.

2.3. The Contractor will set all routes in accordance with the information provided by the COR. Once the routes are set and approved by the COR, the Contractor shall keep a copy and send the original to the COR with a copy to the Contracting Officer.

The Contractor is not authorized to change routes without written approval from the Contracting Officer’s Representative (COR). Only the Contracting Officer’s Representative may update the route schedule on as needed basis.
2.4. The Contractor should report daily to the COR after morning and afternoon drop offs. The Contractor shall report any mechanical and/or any incidents with students to the COR. The Contractor shall submit all Driver’s daily schedules with notes to the COR, should there be any alterations or changes to the regularly agreed upon schedule.

2.5. The Contractor shall provide tracking of daily bus schedules for each bus through their monitors. Monitors shall write down the time of pick up at each home on each route and note any delays caused by (a) tardiness of students and/or (b) traffic conditions. The Monitors shall give the schedule with notes to the Contractor for daily submission to the COR.

2.6. Buses shall be identified with the number/name of its route. Buses shall be in good condition, and suitable for the services required.

2.7. Contractor shall provide full telephone and/or radio communication between the buses, the school, the Embassy and the Contractor’s headquarters.

2.8. The Contractor should report all emergencies (accidents, breakdowns, etc.) to the American Embassy Security Office immediately while taking care of any injuries and obtaining substitute buses/transportation if necessary. A written report of accidents should be submitted by the Contractor to the COR within twenty-four (24) hours. A sample written report form will be given to the Contractor by the COR.

2.9. The Contractor shall be able to provide any additional services and/or changes in the normal services required by the Government when given a twenty-four (24) hour notice, either verbal or written.

2.10. The Contractor shall provide full coverage accident insurance (including collision, comprehensive, liability and medical) for each bus, its occupants and driver. The Contractor shall provide the Government with full information concerning the insurance, within fifteen (15) days after signing the contract.

2.11. There shall be at least one assigned Bus Monitor in each vehicle. Buses with more than twenty-four (24) passengers require a minimum of two (2) monitors on board. The Bus Monitor shall answer and respond to official cellular phone calls briefly. Their main duty is to maintain order, ensure the child is seated and check that each student is wearing a seatbelt prior to bus movement. They also ensure that all safety rules are followed inside the bus during travel. The Monitor shall ensure that the Driver does not leave children until they are inside their gates/front doors. These monitors will oversee the arrival and departures of all buses to and from the school, in the morning and in the afternoon, including after school activities.

2.12. The Monitors will stay with the same route for the entire school year. There shall be no substitution in staffing on each route unless approved by the COR. The Monitor shall submit detailed weekly reports of their activities during the reporting week. The Monitors shall not sit with children but will regularly check student behavior through entire bus. The Monitor’s report shall be delivered to the COR at the end of every week.
2.13. The Drivers shall not change their assigned bus but remain with the bus/route the entire year. Any change in Monitors or Drivers shall only be with the agreement of the COR with a full explanation by the Contractor. Changes need to be notified to the COR at least five (5) days in advance.

2.14. The U.S. Embassy Santo Domingo reserves the right for the COR, the RSO or other Embassy Official to visit buses at any stop. The observations made on such visits may be used to assess Contractor performance.

3. Funding/Ordering. The Contracting Officer has the sole authority to issue orders for additional/emergency services to be performed under this contract. With few exceptions, the Contracting Officer will order these services by issuance of a written task order. If time does not permit, the Contracting Officer may issue an oral order, to be confirmed by a written order within forty-eight (48) hours.

The contract minimum for these additional/emergency services shall be ten (10) round trips of standard services, and hence, is met, after the Contractor has provided this number of round trips of standard services. The contract maximum shall be two thousand (2000) round trips of standard services.

The Contracting Officer’s Representative (COR) issues instructions to the Contractor pertaining to specific dates, times, etc. for transportation services, as needed. Instructions may be issued orally, or in writing.

4. Estimated Level of Services. Though the Government cannot determine the exact number of passengers in advance and the number of passengers may vary each school year, the services shall be provided to approximately fifty (50) students at Carol Morgan School for the School year 2020-2021 at the rates specified in the pricing section of this contract.

5. Adult Monitor. The U.S. Embassy Santo Domingo, at its discretion, may also send one or more adult monitor(s) on each vehicle to be responsible for maintaining discipline of the children.

6. Scheduled School Bus Services. Service shall be provided in accordance with the routes and schedules specified in Attachment 1, 1A, 2 and 3. Vehicles shall not depart the designated stops earlier than scheduled departure time or not later than 5 minutes after the scheduled departure time. No services shall be required on school holidays, regularly scheduled school vacations, or when schools are closed due to inclement weather or for any other reason.

(a) School make-up class days shall be considered as normal school days. The U.S. Embassy shall give the Contractor three (3) days’ advance notification to change pick-up or delivery points or to provide bus service on school make-up days.

(b) The Contractor shall comply with appropriate station instructions regarding school bus operation, as specified in Attachment 3.
(c) The Contractor shall operate buses during inclement weather conditions unless schools are not open on such days. When schools close early due to inclement weather, the Contractor shall ensure students are picked up within one hour after the decision has been announced that the schools will close.

(d) The Contracting Officer’s Representative (COR) has the sole authority to cancel any bus run after the decision has been announced that the schools will close. If the Contractor believes a bus should not run, the COR must be contacted for final decision.

(e) Bus drivers shall not transport unauthorized passengers, unless approved by the COR in advance and in writing.

(f) U.S. Embassy Compound Traffic Rules: The Contractor shall stress to the drivers to obey all traffic rules and instructions of U.S. Embassy officials when driving on U.S. Embassy property, including not exceeding the speed limit of eight (8) kilometers per hour.

(g) After-School Activities: During pre-scheduled periods, there are after-school activities that require extended transportation services for the students. The U.S. Embassy will provide the schedule of after-school activities to the Contractor in advance, indicating on which days these activities will occur, and what number of students participating. The Contractor will provide additional after-school bus times to pick up from the Carol Morgan School all students involved in after school curriculums. The number of students involved will determine this route. If more than one route is required, the Contractor shall provide the buses needed for the routes. Unless otherwise notified, the after-school activities bus schedule shall run Monday thru Friday at 4:30pm.

B. EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR.

1. Vehicles. The Contractor shall provide a sufficient quantity of the correct capacity of buses and must possess sufficient equipment to provide uninterrupted service under this contract and to furnish replacement buses. These buses shall meet all requirements of those buses normally used. The Contractor may substitute a smaller bus for a larger bus, depending on number of students. However, if the Contractor chooses to do so, he may only charge at the rate of the smaller bus. Conversely, if the Contractor elects not to use a smaller bus which would, in fact, be capable of transporting the number of students, and instead, elects to use a larger bus, the Contractor may only charge at the rate of the smaller bus.

Vehicles must meet the standards required by local and host country laws and regulations, and meet the safety inspection requirements. All vehicles must pass periodic inspections by U.S. Embassy mechanics and must also carry an annual proof of inspection decal by the Dirección General de Tránsito Terrestre (DGTT). If any vehicle is determined to be unsafe or unsatisfactory, its use is prohibited until such unsafe or unsatisfactory conditions have been corrected. In such event, the Contractor must provide replacement vehicle to maintain the schedule.
(a) Buses, which, for any reason, do not meet minimum requirements specified, shall be replaced immediately so that service will not be delayed or interrupted.

(b) Maintenance Schedule: The Contractor shall maintain all vehicle equipment (vehicle, safety and security) in good working order. The vehicle shall arrive clean, fully topped off with fluids (i.e. oil, brake fluids, window washer fluids, etc.), and all lights (head, parking, and back-up) shall be functional.

(i) Daily Schedule
- Fuel tanks filled
- All fluids checked
- All lights checked

(ii) Weekly Schedule
- Inspect tires
- Check tire pressure

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

(d) Safety/Security Requirements. Each vehicle shall have:
- Easily accessible, individual permanent seats and lap belts for each passenger.
- Emergency exit
- First aid kit
- Fire extinguisher
- Telephone
- All emergency road and safety equipment required by host-country law.

(e) Inspection: The Contractor agrees to submit vehicles, as requested, for periodic unannounced spot checks by Embassy mechanics.

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

3. Tinting on Windows. There shall be tinting on all bus windows so that it is not possible for a person standing next to the bus to be able to discern the physical outline of any occupant. At the time of the contract award, the Contracting Officer will provide the Contractor with a letter that sets forth permission from the host government for these vehicles to have tinting.

C. BUS DRIVERS.

All bus drivers shall meet the following qualifications.
1. All drivers shall be professional bus drivers and meet all state and local license requirements for bus drivers, including a Category-3 Driver’s License. Any such licenses shall be in the possession of the drivers when operating a vehicle under this contract. Any such licenses shall be available for inspection by the COR on request.

2. All drivers shall be at least twenty-five (25) years of age and have five years or more of driving experience with no major accidents. (“major” accidents being defined as accidents resulting in bodily injuries or property damage in excess of USD$1,000.).

3. A thorough knowledge of Santo Domingo streets and traffic patterns.

4. All bus drivers shall wear a distinctive nametag, emblem, or patch attached in a prominent place on an outer garment. Employees shall also present credentials identifying themselves as employees of the company.

5. Physical Examinations. The valid evidence of a current (not more than three months old) physical examination of drivers who are proposed to work under this contract, shall be provided to the COR not later than two weeks prior to the beginning of the contract. It must show the proposed driver to be free from communicable diseases and physical defects, which could interfere with safe bus operation. This physical and certification shall meet all statutory requirements for licensing and operation of the type of vehicle driven.

6. The drivers are strictly prohibited from driving a bus while intoxicated. The Contractor guarantees that all drivers are tested for alcohol and drugs every morning and afternoon before they start their runs under this contract. The Contractor shall immediately replace those drivers who do not pass the test for alcohol and/or drugs.

7. Drivers shall be trained in the use of the first aid kits/fire extinguishers that are installed in the buses.

8. Drivers must agree not to smoke, eat, or drink on the buses while the children are on board.

9. Each bus driver shall possess sufficient ability in reading, writing, speaking, and understanding the English language to carry out the duties prescribed herein for the position.

10. Professional Bearing and Courtesy. All Contractor employees shall conduct themselves in a professional and courteous manner. Employees shall also present credentials identifying themselves as employees of the company.

D. SUPERVISOR.

1. The Contractor shall have a Supervisor who shall supervise the contractor’s work force and be the point of contact for the U.S. Government regarding day-to-day operations. This Supervisor may be a driver or a monitor, in addition to being a supervisor.
2. The Supervisor shall possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position.

E. MONITORS

1. Monitors shall be at least eighteen (18) years of age, with a clean criminal record.

2. All monitors shall wear a distinctive nametag, emblem, or patch attached in a prominent place on an outer garment. Employees shall also present credentials identifying themselves as employees of the company.

3. Monitors shall be trained in the use of the first aid kits/fire extinguishers installed in the buses.

4. Monitors must agree not to smoke, eat, or drink on the buses while the children are onboard.

5. Each bus monitor shall possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position.

6. Physical Examinations. The valid evidence of a current (not more than three months old) physical examination of monitors who are proposed to work under this contract, shall be provided to the COR not later than two weeks prior to the beginning of the contract. It must show the proposed monitor to be free from communicable diseases and physical defects, which could interfere with his/her duties.

7. The monitors are strictly prohibited from riding the bus while intoxicated. The Contractor guarantees that all monitors are tested for alcohol and drugs every morning and afternoon before they start their runs under this contract. The Contractor shall immediately replace those monitors who do not pass the test for alcohol and/or drugs.

8. Professional Bearing and Courtesy. All Contractor employees shall conduct themselves in a professional and courteous manner. Employees shall also present credentials identifying themselves as employees of the company.

F. ENGLISH LANGUAGE VERSION

In accordance with FAR 52.225-14, Inconsistency Between English Version and Translation of Contract, in the event of inconsistency between and terms of this contract and any translation thereof into another language, the English language meaning shall control.
II. OTHER TERMS AND CONDITIONS

A. PAYMENT

1. General:

(a) The Contractor shall submit invoices as instructed by FAR 52.212-4(g). Each invoice shall include the monthly amount billed along with a copy of the written order or the delivery task order number. If any Additional/Emergency Services were ordered that month, the Contractor shall also include that amount on the invoice, along with a copy of the written order. The Government will make payment for all work under an individual invoice in a lump sum for all completed and accepted work.

(b) For Standard Services, the Contractor shall prepare the invoice to show the number of days of service multiplied by the daily rate, and then show a total monthly amount billed. For Additional/Emergency Services, the Contractor shall prepare the invoice to show the number of runs by line item number, multiplied by the unit price for the run, and then show a total monthly amount billed.

2. Invoice Requirements: All invoices and attachments shall be submitted by e-mail to the Designated Billing Office (DBO) at following address:

   U.S. Embassy Santo Domingo
   Financial Management Office
   SantoDomingoPayments@state.gov

B. VALUE ADDED TAX (ITBIS)

The Contractor shall NOT include VALUE ADDED TAX (ITBIS) in the CLIN rates or invoices because the U.S. Embassy has a tax exemption certificate from the host government.

C. PERIOD OF PERFORMANCE.

1. Period of Performance: The base performance period of this contract commences on the date in the Notice to proceed and is approximately one hundred and eighty four (184) working days. This period of performance continues for twelve months.

D. INSURANCE

1. Contractor’s Liability. The Contractor shall be liable for bodily injury and property damage, which may occur when performing this contract. The liability insurance shall be written on the comprehensive form of policy. The policy shall provide coverage for passenger liability bodily injury at least $200,000 multiplied by number of seats or passengers, whichever is greater. The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in
the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

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

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

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

3. Indemnification

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

(a) any property of the Contractor,
(b) its officers,
(c) agents,
(d) servants,
(e) employees, or
(f) any other person,
arising from an incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

4. Government as Additional Insured

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

5. Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of FAR 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

6. Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within **ten (10) calendar days** after contract award. Failure to timely submit this evidence, in a
form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective.

E. SUBCONTRACTING SERVICES

The Contractor shall not subcontract for any services under this contract.

F. SECURITY

The Contractor shall provide to the Contracting Officer's Representative (COR) not later than three (3) weeks prior to the beginning of the contract, a list of all drivers, monitors and supervisor who will perform under this contract and will also provide updated lists as necessary to the COR. The list will include data of approved primary and substitute drivers. The Contractor shall agree not to substitute drivers other than those listed. All drivers must pass the Embassy’s background check. The list will include:

1. Name,
2. Date of birth, place of birth,
3. Cédula de Identidad y Electoral or Passport number (if a driver is not of local country nationality),
4. Spouse name and date and place of birth,
5. Father and mother names, dates and places of birth (even if they are deceased).

G. PERMITS

Without additional cost to the United States Government, the Contractor shall obtain all permits, licenses, and appointments required for the execution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its quotation and shall provide any updates, as they become available, to the Contracting Officer. Application, justification, fees, and certifications for any licensure required by the host government are entirely the responsibility of the offeror.

H. DOSAR 652.242-70, CONTRACTING OFFICER'S REPRESENTATIVE (COR) (Aug 1999)

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

QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Scope of Work</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services.</td>
<td>I. thru II.</td>
<td>All required services are performed and no more than one (1) customer complaint is received per month.</td>
</tr>
<tr>
<td>Performs all school bus services set forth in the scope of work.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION 2 – CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT2018) and (DEVIATION 2017-02) (JUNE 2017), is incorporated by reference. (See SF-1449, block 27a).

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

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

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

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


(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).


(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:


✓ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).


✓ (5) [Reserved].


✓ (10) [Reserved].


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

(12) (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) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]


(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).


(iii) Alternate II (Mar 2004) of 52.219-7.
(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).


(ii) Alternate I (Nov 2016) of 52.219-9.
(iii) Alternate II (Nov 2016) of 52.219-9.
(iv) Alternate III (Nov 2016) of 52.219-9.
(v) Alternate IV (Aug 2018) of 52.219-9

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

(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

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


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

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

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).


✓ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

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

(28) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).

(ii) Alternate I (Feb 1999) of 52.222-26.


(ii) Alternate I (July 2014) of 52.222-35.

(ii) Alternate I (July 2014) of 52.222-36.

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


(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.)

(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

(38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).


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

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


(41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.


(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
(44) **52.223-21**, Foams (Jun 2016) (E.O. 13693).

(45) (i) **52.224-3** Privacy Training (Jan 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (Jan 2017) of **52.224-3**.


__ (ii) Alternate I (May 2014) of **52.225-3**.

__ (iii) Alternate II (May 2014) of **52.225-3**.

__ (iv) Alternate III (May 2014) of **52.225-3**.


✓ (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).


__ (52) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


(54) **52.232-30**, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).


(56) **52.232-34**, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).


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

(1) **52.222-17**, Nondisplacement of Qualified Workers *(May 2014)* (E.O. 13495).


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


(10) **52.222-66**, 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.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

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

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

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


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

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


   (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $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.
(vi) 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.

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

(viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).


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

(xii) 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.


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


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


(B) Alternate I (Jan 2017) of 52.224-3.

(xxii) 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.

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

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

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-12</td>
<td>DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (JUL 2013)</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)</td>
</tr>
</tbody>
</table>
52.216-18 ORDERING (OCT 1995)

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

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than two (2) days, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) Maximum order. The Contractor is not obligated to honor--
(1) Any order for a single item in excess of than two hundred and fifty (250) days;
(2) Any order for a combination of items in excess of two hundred and fifty (250) days;
   or
(3) A series of orders from the same ordering office within than five (5) days that
   together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order
exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is
returned to the ordering office within than three (3) days after issuance, with written
notice stating the Contractor's intent not to ship the item (or items) called for and the
reasons. Upon receiving this notice, the Government may acquire the supplies or
services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective
for the period stated, in the Schedule. The quantities of supplies and services specified in
the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance
with the Ordering clause. The Contractor shall furnish to the Government, when and if
ordered, the supplies or services specified in the Schedule up to and including the
quantity designated in the Schedule as the “maximum.” The Government shall order at
least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the
Schedule, there is no limit on the number of orders that may be issued. The Government
may issue orders requiring delivery to multiple destinations or performance at multiple
locations.

(d) Any order issued during the effective period of this contract and not completed within
that period shall be completed by the Contractor within the time specified in the order.
The contract shall govern the Contractor’s and Government’s rights and obligations with
respect to that order to the same extent as if the order were completed during the
contract’s effective period; provided, that the Contractor shall not be required to make
any deliveries under this contract after one year beyond the contract’s effective period.

52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)
The Embassy may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of 10 days prior to contract expiration.

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

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

The following DOSAR clause(s) is/are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

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

(End of clause)

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

The Government shall use one of the following forms to issue orders under this contract:
(a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule - Continuation; or,

(b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices to the office identified below. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

U.S. Embassy Santo Domingo
Financial Management Office
SantoDomingoPayments@state.gov

(c) Contractor Remittance Address. The Government will make payment to the contractor’s address stated on the cover page of this contract, unless a separate remittance address is shown below:

_______________________________________________________________
_______________________________________________________________

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

All work shall be performed Monday thru Friday from 6:30am thru 6:30pm except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

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

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

Dominican Holidays

Epiphany Day
Día de Nuestra Señora de la Altagracia
Día de Duarte
Dominican Independence Day
Good Friday
Dominican Labor Day
Corpus Cristi
Dominican Restoration Day
Dia de Nuestra Señora de las Mercedes
Constitution Day

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

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

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

(b) The COR for this contract is CLO Administrative Assistant.

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

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

(b) Under Section 8(a), the following types of activities are not forbidden “compliance with the boycott,” and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:
   (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
   (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

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

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

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

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

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.
SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2018), is incorporated by reference (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

A. Summary of Instructions. Each offer must consist of the following:

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

2. Per FAR 52.204-7, all prospective awardees shall have an “Active” registration in the SAM database prior to award, during performance, and through any contract resulting from this solicitation.

3. Information demonstrating the offeror’s/quoter’s ability to perform, including:
   (a) Name of a Supervisor (or other liaison to the Embassy/Consulate) who understands written and spoken English;
   (b) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing.

4. The offeror/quoter is also required to submit the following information:

   (a) List of clients over the past three (3) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in the Dominican Republic then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client’s contact person. In addition, the client’s contact person may be asked to comment on the offeror’s:

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

   (b) The Government will use past performance information primarily to assess an offeror’s capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror’s work experience. The Government may also use this data to evaluate the credibility of the offeror’s proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.
5. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work.

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

7. The offeror’s strategic plan for school transportation services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained.
(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

8. List of vehicles and other equipment to be offered.

The quoter must provide as part of the quote the following information:
- the total number of vehicles of the company; and
- for each vehicle provide: the model, manufacturer, year of manufacture, year of acquisition, color, type of fuel, mileage, number of seats, and the name of company where the repairs and/or revisions are made.

The Government shall inspect vehicles and equipment in order to assure their excellent condition, as part of the technical evaluation.

9. Financial records (balance sheet, income statement, cash flow statement) for the past two (2) years, certified by an independent third-party auditor.
52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>TITLE AND DATE</th>
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<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
</tr>
<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
</tr>
<tr>
<td>52.225-25</td>
<td>PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN REPRESENTATION AND CERTIFICATIONS. (DEC 2012)</td>
</tr>
<tr>
<td>52.209-7</td>
<td>INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)</td>
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</table>

PRE-QUOTATION CONFERENCE

The Government will hold a pre-quotation conference to discuss the requirements of this solicitation on June 10, 2020 at 10:00AM via the Cisco WebEx teleconferencing platform. The Government strongly encourages interested parties to verify that they have WebEx installed and that WebEx is compatible with their systems in advance of the conference. Vendors interested in attending should follow this link to register for the conference. Registration is required in advance.

NOTE TO INTERESTED VENDORS* - Vendors who plan on attending the pre-quotation conference must register in advance in order to participate in the virtual conference. Vendors need to provide the names, contact telephone number and, email address of the individuals who
will attend as well as the name of the company they represent. This information must be provided no later than June 8, 2020.

Offerors should submit written questions to SantoDomingoContracts@state.gov and deliver this information to Lilian Bobadilla – Contracting Specialist at the address provided at least three days prior to the scheduled pre-quotation conference date. Attendees may also ask questions on the day of the pre-quotation conference. Please note if any answers require research, there is no guarantee that the question will be answered on the day of the conference.

No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

Following the conference, the Government will provide all prospective vendors who received a copy of the solicitation with a copy of all questions presented in writing before the conference, along with answers. If the answer requires a change to the solicitation, the Government will issue a solicitation amendment.

The following DOSAR provision is provided in full text:

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

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

   (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

   (2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman U.S. Embassy Santo Domingo Management Officer Deborah Lingwood, at 809-368-7383. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition
Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)
SECTION 4 - EVALUATION FACTORS

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

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

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

- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ. Offered vehicles and other equipment will be evaluated on adequacy of the proposed vehicles/equipment to meet the requirements set forth in this solicitation. This evaluation will include a visit to the Contractor’s premises to physically examine the offered vehicles and equipment.

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

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

- Discussions: The U.S. Embassy intends to evaluate quotes and award the contract without discussions with quoters. Therefore, the quoter’s initial quote should contain the quoter’s best terms from a price and technical standpoint. However, the U.S. Embassy reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The U.S. Embassy may reject any or all quotes if such action is in the public interest; accept other than lowest quote; and waive informalities and minor irregularities in quotes received.
ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

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

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

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

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

(a) Definitions. As used in this provision—

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—
(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.

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

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

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

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

(6) Have been voluntarily suspended. “Sensitive technology”—

**Sensitive technology**—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

(2) Whose management and daily business operations are controlled by one or more women.
(b) (1) **Annual Representations and Certifications.** Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: ________________________________
(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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<th>Line Item No.</th>
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[List as necessary]

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

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

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

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

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[List as necessary]

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

Other Foreign End Products:

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[List as necessary]

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

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

**Canadian End Products:**

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

**Canadian or Israeli End Products:**

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

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

Other End Products:

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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

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

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

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

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

(1) Listed end products.

<table>
<thead>
<tr>
<th>Listed End Product</th>
<th>Listed Countries of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-
(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

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

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

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

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

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

   (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

□ TIN: ________________________________.

□ TIN has been applied for.

□ TIN is not required because:

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

□ Offeror is an agency or instrumentality of a foreign government;

□ Offeror is an agency or instrumentality of the Federal Government.
(4) *Type of organization.*

- □ Sole proprietorship;
- □ Partnership;
- □ Corporate entity (not tax-exempt);
- □ Corporate entity (tax-exempt);
- □ Government entity (Federal, State, or local);
- □ Foreign government;
- □ International organization per 26 CFR1.6049-4;
- □ Other ________________________________.

(5) *Common parent.*

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

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

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

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

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

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

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

(o) **Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.**
(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

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

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

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

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

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

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

Immediate owner CAGE code: ____________________.

Immediate owner legal name: ____________________.
(Do not use a “doing business as” name)

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

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

Highest-level owner CAGE code: __________________.

Highest-level owner legal name: ____________________.

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

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

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

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

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

(2) The Offeror represents that—

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

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

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

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

Predecessor legal name: ____________________________.

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

(s) [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)
LIST OF ATTACHMENTS

Attachment 1 – School Calendar
    Attachment 1A – Listing of School Holidays

Attachment 2 – Summary of Number of School Days

Attachment 3 – School Bus Route

Attachment 4 – General Orders
CAROL MORGAN SCHOOL CALENDAR

2020-2021 School Calendar

School Year Begins: 18 August 2020

First Semester – 84 days from August 18, 2020 until December 18, 2020

Second Semester – 99 days from January 11, 2020 until June 9, 2020

School year ends: 9 June 2021

TOTAL NUMBER OF SCHOOL DAYS: 183 Days

Dates and numbers of holidays will vary slightly school year to school year. The Contractor will be notified of any changes, as soon as they are known.
## ATTACHMENT 1A
### LISTING OF SCHOOL HOLIDAYS

**CAROL MORGAN SCHOOL**

<table>
<thead>
<tr>
<th>Date</th>
<th>Holiday Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>January 6 (Will likely move to January 4)</td>
<td>Epiphany Day (Día de Reyes)</td>
</tr>
<tr>
<td>January 21</td>
<td>Día de Nta. Sra. De la Altagracia</td>
</tr>
<tr>
<td>January 26 (Will likely move to January 25)</td>
<td>Día de Duarte</td>
</tr>
<tr>
<td>February 27</td>
<td>Dominican Independence Day</td>
</tr>
<tr>
<td>March 29 to April 2</td>
<td>Semana Santa / Spring Break</td>
</tr>
<tr>
<td>April 5</td>
<td>School Holiday</td>
</tr>
<tr>
<td>May 1</td>
<td>Dominican Labor Day</td>
</tr>
<tr>
<td>June 3</td>
<td>Corpus Christi</td>
</tr>
<tr>
<td>August 16</td>
<td>Dominican Restoration</td>
</tr>
<tr>
<td>September 24</td>
<td>Día de Ntra. Sra. De las Mercedes</td>
</tr>
<tr>
<td>September 25</td>
<td>School Holiday</td>
</tr>
<tr>
<td>November 9</td>
<td>In Observance of Dominican Constitution (November 6)</td>
</tr>
<tr>
<td>November 26-27</td>
<td>Thanksgiving Holiday</td>
</tr>
<tr>
<td>December 25</td>
<td>Christmas Day</td>
</tr>
</tbody>
</table>

Dates and numbers of holidays will vary slightly school year to school year. The Contractor will be notified of any changes, as soon as they are known.
# 2020-2021 SCHOOL DAYS LIST

## CAROL MORGAN SCHOOL

<table>
<thead>
<tr>
<th>Month</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>August</td>
<td>10</td>
</tr>
<tr>
<td>September</td>
<td>20</td>
</tr>
<tr>
<td>October</td>
<td>22</td>
</tr>
<tr>
<td>November</td>
<td>18</td>
</tr>
<tr>
<td>December</td>
<td>14</td>
</tr>
<tr>
<td>January</td>
<td>13</td>
</tr>
<tr>
<td>February</td>
<td>20</td>
</tr>
<tr>
<td>March</td>
<td>20</td>
</tr>
<tr>
<td>April</td>
<td>19</td>
</tr>
<tr>
<td>May</td>
<td>21</td>
</tr>
<tr>
<td>June</td>
<td>06</td>
</tr>
</tbody>
</table>

**Total**: 183
CAROL MORGAN SCHOOL – DOOR TO DOOR SERVICE ROUTES

The stops on the route are subject to change. This is just an overview of the sectors in Santo Domingo to and from which the service will be provided.

The following routes are defined for Standard Services.

Morning services starts as early as 6:30am and the children must be at Carol Morgan School by 7:15AM at the latest. School lets out at 2:30pm, all buses shall depart no later than 2:35pm.

<table>
<thead>
<tr>
<th>Route</th>
<th>Route Name</th>
<th>Estimated number of Stops</th>
<th>Total Est. Number of Passengers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Los Cacicazgos</td>
<td>6</td>
<td>12</td>
</tr>
<tr>
<td>2</td>
<td>Bella Vista</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>Las Praderas</td>
<td>6</td>
<td>13</td>
</tr>
<tr>
<td>5</td>
<td>Los Rios – Arroyo Hondo – Los Bambúes #1</td>
<td>2</td>
<td>25</td>
</tr>
<tr>
<td>6</td>
<td>Los Rios – Arroyo Hondo – Los Bambúes #2</td>
<td>2</td>
<td>15</td>
</tr>
</tbody>
</table>

Routes and total number of passengers per route will vary each school year. The Contractor will be notified of any changes, as soon as they are known.

For After School Activities there are only three (3) routes. All buses shall depart Carol Morgan School not later than 4:35pm.

<table>
<thead>
<tr>
<th>Route</th>
<th>Route Name</th>
<th>Estimated number of Stops</th>
<th>Total Est. Number of Passengers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Los Cacicazgos - Las Praderas</td>
<td>3</td>
<td>12</td>
</tr>
<tr>
<td>3</td>
<td>Los Rios – Arroyo Hondo – Los Bambúes #1</td>
<td>2</td>
<td>20</td>
</tr>
</tbody>
</table>
GENERAL ORDERS

1 General

The Contractor shall perform school bus services in accordance with the school(s) calendars (Attachments 1, 1A and 2), from Monday through Friday, from the students' residences (Attachment 3).

1.1 General Orders to Drivers

- Safety: Drivers under this contract shall be conscious of the fact that they are chauffeuring children, teenagers, and adults. Drivers shall drive cautiously within the speed limit and respect safety rules such as coming to a complete stop when picking the students up or dropping them off.
- Drivers are absolutely prohibited from transporting unauthorized people together with students on the bus, unless authorized in writing by the Contracting Officer or COR.
- Drivers are absolutely prohibited to stop with students on the bus at any place not established in the contract (for example, gas stations, stores, etc., even if requested by the students).
- When picking up the students, drivers shall wait for a period no longer than three (3) minutes at each address.

1.2 General Orders to Monitors

- Monitors are responsible for reminding and updating the drivers about the routes, providing assistance to the students, and assuring that students arrive safe and on time to their final destination.
- Monitors shall complete and sign a daily log recording when each student gets on and off the bus for each ride of the day. The completed logs shall be provided to either the COR or Contracting Officer at the end of the day and shall be placed in the Contractor's file.
- Monitors shall ensure the school bus waits up to, but no longer than three (3) minutes at each student’s address. However, if this turns into a recurring delay at the same address, a School Bus Report shall be completed and forwarded to the COR.
- Monitors shall fill out a “Discipline Report” (to be provided by COR) whenever a student is disruptive or insists on not following the monitor’s instructions. These reports shall be forwarded to the COR who will responsible to inform the student's parents about the misbehavior.
- Monitors shall complete a "School Bus Report" (to be provided by COR) every time an outstanding occurrence takes place (such as, vehicle breakdowns, late arrivals to school, problems with the students, etc.).
- Monitors shall explain established bus riding policies to all passengers (to be Provided by COR) in order to ensure a pleasant and safe ride for everyone.
- If during the performance of services there is an incident (for example, an incident may be defined as a vehicle breakdown resulting in a late arrival, or if a passenger is injured), Monitors must immediately communicate to the Contractor all incident details and instruct the Contractor to contact the COR with this information.

- Monitors shall carry a working cell phone with them at all times during the performance of services for the purpose of keeping the Contractor informed of any incidents which may occur. Monitors are responsible to ensure that their cell phone is charged and ready for use. In some cases, the use of a radio may be authorized as an approved method of communication, if approved by the COR or Contracting Officer.

- Monitors shall ensure before the bus departs any designated stop that each student either (1) enters their residence, or (2) is met at their final destination by a responsible party.

- Monitors shall also follow the "Guidelines for Monitors", (to be provided by the COR).

1.3 Guidelines for Children

The COR will provide Guidelines to all parents of any student using the school bus services performed under this contract.