NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _1_ copy for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in see Item 7 above until 16:00 hours local time August 27, 2021.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:
A. NAME
Dede Rusli
B. TELEPHONE (NO COLLECT CALLS) 021-5083-1000
C. E-MAIL ADDRESS RusliDJ@state.gov

11. TABLE OF CONTENTS

<table>
<thead>
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<th>(x) SEC.</th>
<th>DESCRIPTION</th>
<th>PAGE(S)</th>
</tr>
</thead>
<tbody>
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<td>A SOLICITATION/CONTRACT FORM</td>
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</tr>
<tr>
<td>X</td>
<td>B SUPPLIES OR SERVICE AND PRICES/COSTS</td>
<td>1-4</td>
</tr>
<tr>
<td>X</td>
<td>C DESCRIPTION/SPEC/SPEC WORK STATEMENT</td>
<td>5-8</td>
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<td>X</td>
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<td>X</td>
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</tr>
<tr>
<td>X</td>
<td>H SPECIAL CONTRACT REQUIREMENTS</td>
<td>16-17</td>
</tr>
</tbody>
</table>

PART II - CONTRACT CLAUSES

<table>
<thead>
<tr>
<th>(x) SEC.</th>
<th>DESCRIPTION</th>
<th>PAGE(S)</th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td>I CONTRACT CLAUSES</td>
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<td>X</td>
<td>J LIST OF ATTACHMENTS</td>
<td>28</td>
</tr>
<tr>
<td>X</td>
<td>K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS</td>
<td>32-53</td>
</tr>
<tr>
<td>X</td>
<td>L EVALUATION FACTORS FOR AWARD</td>
<td>54-59</td>
</tr>
<tr>
<td>X</td>
<td>M</td>
<td>60-61</td>
</tr>
</tbody>
</table>

OFFER (Must be fully completed by offeror)

NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ________ calendar days (120 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (hour) 20 CALENDAR DAYS 30 CALENDAR DAYS

14. ACKNOWLEDGMENT OF AMENDMENTS
(See Section L, Clause No 52.232-8)

15A. NAME AND ADDRESS OF OFFEROR

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code)

15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(x) [ ] 41 U.S.C. 2530(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (also refer to Section G.2) ITEM

24. ADMINISTRATION BY (If other than Item 7) CODE
GSO/Transportation Unit American Embassy Jakarta Jl. Medan Merdeka Selatan No. 5, Jakarta 10110

25. PAYMENT WILL BE MADE BY CODE
Financial Management Center American Embassy Jakarta Jl. Medan Merdeka Selatan No. 5, Jakarta 10110

26. NAME OF CONTRACTING OFFICER (Type of print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. VEHICLE INSURANCE SERVICES

The Contractor shall provide insurance coverage and management of the related services for all the U.S. Government owned official vehicles and motorcycles located in American Embassy Jakarta, Indonesia.

B.2 TYPE OF CONTRACT

The contract type will be a firm-fixed-price with economic price adjustment (EPA) indefinite quantity/indefinite delivery (IDIQ) under which may be placed firm-fixed-price task orders. This contract type provides for upward and downward revision of the stated contract price upon the occurrence of specified contingencies.

B.2 PRICES/PREMIUMS

B.3.1 VALUE ADDED TAX.

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice.

B.3.2 Contractor’s premiums shall include all costs including personnel, administration, management, labor, transportation, overhead and profit. All premiums shall be in Indonesian Rupiahs.

B.3.3. Premiums - Base Period plus one Option Year: The Contractor shall provide the services for the premiums shown below for the base period of the contract, starting on September 8, 2021 and continuing for a period of 12 months.

B.3.3.1 Third Party Liability Insurance and Passenger Legal Liability insurance coverage – Bodily Injury and Property Damage for Base Year, starting on September 8, 2021 and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>No.</th>
<th>Type of Vehicles</th>
<th>Quantity*</th>
<th>Yearly Premium Cost per Vehicle</th>
<th>Total of Yearly Premium (Rp)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Motorcycle</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Private MV: Sedan, Small/Medium Van, SUV</td>
<td>125</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3 Commercial MV: Big Van, Truck, Bus, Forklift, Crane 41

<table>
<thead>
<tr>
<th>Sub Total</th>
<th>Rp.</th>
</tr>
</thead>
</table>

PPN 10%

Policy Cost

Grand Total

*This estimated quantity is based on total estimated Government requirements for this period of performance.

Refer to Exhibit “C” for individual premium details.

B.4.0 Premiums – Option Year One: The Contractor shall provide the services for the premiums shown below for Option Year One of the contract, starting September 8, 2022 and continuing for a period of 12 months.

B.4.1 Third Party Liability Insurance and Passenger Legal Liability insurance coverage – **Bodily Injury and Property Damage for Option Year One starting on September 8, 2022 and continuing for a period of 12 months.**

<table>
<thead>
<tr>
<th>No.</th>
<th>Type of Vehicles</th>
<th>Quantity*</th>
<th>Yearly Premium Cost per Vehicle</th>
<th>Total of Yearly Premium (Rp)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Motorcycle</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Private MV: Sedan, Small/Medium Van, SUV</td>
<td>125</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Commercial MV: Big Van, Truck, Bus, Forklift, Crane</td>
<td>41</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub Total</th>
<th>Rp.</th>
</tr>
</thead>
</table>

PPN 10%

Policy Cost

Grand Total

*This estimated quantity is based on total estimated Government requirements for this period of performance.

Refer to Exhibit “C” for individual premium details.

<table>
<thead>
<tr>
<th>Grand Total of Base plus All Option Years</th>
<th>Indonesian Rupiahs (Rp.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Year Total</td>
<td></td>
</tr>
<tr>
<td>First Option Year Total</td>
<td></td>
</tr>
</tbody>
</table>

Grand Total of Base plus All Option Years

2
B.3.5 MINIMUM AND MAXIMUM AMOUNTS

(a) Contract Minimum. During the contract period, the Government shall place orders for a minimum of 10 vehicles. This is the contract minimum for this period of performance.

(b) Contract Maximum. During the contract period, the amount of all orders shall not exceed 300 vehicles. This is the contract maximum for this period of performance.

B.4.0 ANNUAL PREMIUMS

B.4.1 Annual Premiums. Payments shall be made annually, as further addressed in G.2.4.

B.4.2 Premiums for Vehicles Added or Removed During Period of Performance.

B.4.2.1 Daily Premiums. Premiums for vehicles added or deleted shall be computed on a daily basis. Daily premiums shall be computed by dividing the annual premiums by 365.

B.4.2.2 Vehicles and Type of Insurance Coverage Added. Coverage for vehicles added shall become effective from the date as requested. The premium for the added vehicles shall be calculated at a daily prorated rate from the start date until the expiry date of coverage period (i.e. September 7).

B.4.2.3 Vehicles and Type of Insurance Coverage Removed. Coverage for vehicles removed shall be deleted from the date as requested. Any reimbursement for the premium already paid shall be made within 14 days of the effective date of deletion. Please refer to Section G.3 – Credits and Refunds, for detailed instructions.

B.5 ADMINISTRATIVE RETENTION AMOUNTS

B.5.1 If the Contractor requests a price adjustment under B.6 below, the Contractor must present cost experience data that includes the retention amount. For purposes of any economic price adjustment, this retention amount is a fixed amount that is a part of the premium amounts in B.3. This retention amount will not be adjusted for any reason.

The retention amount is part of the premium and may include, but not be limited to, such costs as overhead and general and administrative costs. It will also include any profit.
Essentially, it includes all costs except the actual portion of the premium intended to fund claims paid.

B.5.2 sets forth the retention amounts per premium paid for each category of premium and for each period of performance.

NOTE TO OFFEROR - Fill in the fixed retention amounts for each period of performance and for each category of premium. This fixed amount must be expressed in the currency in which the premium amount is proposed. The fixed retention amount shall NOT be expressed in terms of a percentage of the premium.

B.5.3 Retention Amounts per separate premium paid for Third Party Liability Insurance

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>Bodily Injury</th>
<th>Property Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Period</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Option Year 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B.6.0 ECONOMIC PRICE ADJUSTMENT

B.6.1 Premiums may be adjusted upward or downward based on the experience rating of the Mission covered by this contract. No adjustment will be allowed during the first twelve (12) months of the contract. After such time, the Contractor or the Government may request an adjustment in premiums on an annual basis. Before any such adjustment is made, the Contractor agrees to provide the Government a balance sheet showing receipts (premiums received), payments (claims paid), the retention amount paid to the Contractor, and the difference between amounts received and paid. The Government reserves the right to have an independent third party review the balance sheet and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

B.6.2 The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the Contractor to perform this contract at the contracted rate. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the premium rate. The Contractor agrees to provide all documentation necessary to support any requested adjustment.
SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1. GENERAL

C.1.1 The U.S. Embassy – Jakarta, Indonesia requires vehicle insurance coverage - third party liability and passenger legal liability insurance coverage of all the U.S. Government official vehicles including all four wheelers, motorized two-wheelers, forklifts, cranes, trucks etc. located in American Embassy – Jakarta, Indonesia. The specific coverage under this contract is set forth in Section C and the Attachments in Section J.

C.1.2 Definitions

FMC Financial Management Center or the paying office

COR Contracting Officer's Representative.

GSO General Services Officer in charge of the General Services Office at post. This officer is usually the Contracting Officer for this contract.

C.2. THIRD PARTY INSURANCE COVERAGE.

The Contractor shall provide third party liability and passenger legal liability insurance coverage in accordance with the Indonesian Motor Vehicles Acts for all the vehicles listed in Exhibit “C”. This insurance shall include:

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Minimum Required Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Bodily injuries (to include passengers riding in the vehicle other than the driver) and</td>
<td>Rp 500,000,000</td>
</tr>
<tr>
<td>b. Property damage</td>
<td></td>
</tr>
</tbody>
</table>

It is noted and agreed by the Insured and the Insurer that in the event of a third party liability claim, the Insurer shall make claim settlement directly to the third party. The claim settlement to third party will cover the following issues: payment directly to third party in case of property damage and/or bodily injury/fatal accident, payment directly to the hospital in case of bodily injury which requires hospital treatment. This condition shall apply subject to the limit of liability and liability aspect covered under the policy.
C.3. **OTHER CONTRACTOR REQUIREMENTS**

C.3.1 **Managerial and Administrative Support.**

C.3.1.1 The Contractor shall furnish all managerial and administrative support necessary to furnish the insurance under this contract.

C.3.1.2 The Contractor shall provide a representative for the daily administration of this contract. This representative will meet with the Contracting Officer’s Representative (COR) as needed. The representative shall hand carry original documents, such as accident reports, to the Contractor’s office so that claims are received with the legally stipulated time as per the Motor Vehicles Act. If the representative is absent, an alternate shall serve as a replacement. The alternate shall be familiar with this contract and all cases in progress.

C.3.2 **Legal Assistance**

C.3.2.1 If, and to the extent, authorized in advance by the United States Department of Justice and requested by the Contracting Officer, the Contractor shall provide legal services in case of any accidents that are brought into court involving vehicles covered by the Contractor’s policy. This service shall include adjudication and management of every case through final resolution, even if the insurance policy has expired before the time of final resolution. There shall be no additional charge for this service.

C.3.2.2 The Contractor shall inform the Contracting Officer immediately if third parties threaten legal action as a result of inability to settle any accident.

C.3.2.3 The fact that the Embassy enjoys diplomatic immunity shall not in itself be a sufficient reason for refusing to settle any insurance case.

C.3.2.4 The Contractor understands the publicity caused by undue delay may embarrass the United States Government. The Contractor must agree to take proper and discreet action to settle each accident on its merits.

C.4 **REPORTS**

C.4.1 **Monthly.** The Contractor shall submit an individual status report for every vehicle involved in an accident, whether the case is pending or resolved. These reports shall comply with Exhibit B. Each report shall cover information for the previous month.

C.4.2 **Bi-Annual.** The Contractor shall submit a report twice each year of all resolved cases explaining the circumstances and liability of the parties. These reports shall comply with Exhibit A. This report shall cover the preceding six months.
C.4.3. **List of Vehicles Covered.** The Contractor shall update a complete list of all vehicles covered under this contract.

C.4.3.1 This list shall include, as a minimum, the following items:

- Serial number and brief description of vehicle
- Type(s) of coverage and annual premium for each type of coverage

C.4.3.2 The Contractor shall provide this list within ten (10) days of contract award. The Contractor shall update this list within ten (10) days of each contract modification that revises the vehicles to be insured.

C.5 **CHANGES IN VEHICLES REQUIRING COVERAGE OR CHANGES IN TYPES OR AMOUNTS OF COVERAGE REQUIRED**

C.5.1 **Notification to Contractor.** The Contracting Officer will notify the Contractor by letter, each time there is a change in the vehicles covered under the contract or a change in the types of coverage for any vehicles. This letter will request pricing from the Contractor. The Contractor shall have two (2) days to propose premiums.

The Contracting Officer will normally issue a task order unilaterally within 5 (5) days of the notification, presuming the parties can reach agreement on the premiums. Only the Contracting Officer is authorized to add or remove vehicles from coverage or modify the type of insurance coverage for a vehicle, under this contract. The Contractor shall not add or remove vehicles or revise the type of coverage for any vehicles under this contract without written notification from the Contracting Officer.

C.5.2 **Task Order.** For any additional vehicle, a Task Order under this contract shall be issued to include:

- the description of vehicles added, removed and/or vehicles for which type of insurance coverage is changed
- effective date of coverage
- annual premiums and insurance coverage the Contractor shall provide.

C.5.3 **Addition or Removal of Vehicles Covered.** The Contracting Officer may add or remove vehicles insured under this contract at any time, during any of the periods of performance, under this contract. If a vehicle is added for insurance, the expiry date of insurance would be same as September 8, this is being done in order to have the same expiration date for all vehicle and so that no vehicle is missed during the renewal process.
C.6 ELIGIBLE PARTICIPATING AGENCIES

The agencies eligible for the vehicles insurance services are:

C.6.1. U.S. Embassy *Jakarta, Indonesia*

C.6.2. U.S. Consulate *Medan, Indonesia*

C.6.3. U.S. Mission to ASEAN, *Jakarta, Indonesia*

C.6.4. All Government agencies - Department of State and Other Agencies
SECTION D
PACKAGING AND MARKING

RESERVED
SECTION E
INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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:


These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. 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” (e.g., Google, Yahoo, Excite, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title and Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.246-4</td>
<td>Inspection of Services – Fixed Price (MAR 2001)</td>
</tr>
</tbody>
</table>

E.2. Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>PWS Para</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Services.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performs all vehicle insurance services set forth in the performance work statement (PWS)</td>
<td>C.1 thru C.7</td>
<td>All required services are performed and no more than one (1) customer complaint is received per month</td>
</tr>
</tbody>
</table>
E.2.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.2.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services-Fixed Price (August 1996)), if any of the services exceed the standard.

E.2.3 PROCEDURES.

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

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

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

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

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

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

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

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

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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 (48 CFR CH. 1):

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.242-15</td>
<td>STOP WORK ORDER (AUG 1989)</td>
</tr>
<tr>
<td>52.242-17</td>
<td>GOVERNMENT DELAY OF WORK (APR 1984)</td>
</tr>
</tbody>
</table>

F.2 PERIOD OF PERFORMANCE

F.2.1 The performance period of this contract is from the start date listed in the Notice to Proceed and continuing for twelve months.

F.2.2 The Government may extend this contract under FAR 52.217-9, “Option to Extend the Term of the Contract” and 52.217-8, “Option to Extend Services”.

F.3 DELIVERABLES

The Contractor shall deliver the following items under this contract:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Delivery Date</th>
<th>Deliver to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.5. List of Vehicles Covered</td>
<td>1</td>
<td>10 days after event</td>
<td>described in C.5 Officer</td>
</tr>
<tr>
<td>Contracting</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
C.6.1. Monthly Report  1  5th of each month  COR
C.6.2. Semi-Annual Report  1  5th of each month  COR

F.4  DELIVERABLE ADDRESSES

F.4.1  Reports to Contracting Officer. The Contractor shall deliver reports to the Contracting Officer at the following address:

The Contracting Officer
American Embassy – Jakarta, Indonesia
Jl. Medan Merdeka Selatan No. 5
Jakarta 10110

F.4.2  Reports to Contracting Officer’s Representative. The Contractor shall deliver reports to the Contracting Officer’s Representative at the following address:

American Embassy – Jakarta, Indonesia
Attention: GSO/Customs and Shipping
Jl. Medan Merdeka Selatan No. 5
Jakarta 10110

F.5  NOTICE TO PROCEED.

At the time of contract award, the Government will also issue a Notice to Proceed. This Notice to Proceed will establish a start date for providing the insurance services required under this contract. The Government will give the Contractor a minimum of ten (10) days to start providing services, unless both parties agree to an earlier start date.
SECTION G
CONTRACT ADMINISTRATION DATA

G.1 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 or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer’s Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the GSO/SHIPPING - SUPERVISOR

G.2 SUBMISSION OF INVOICES

G.2.1 The Contractor shall submit invoices in an original to FMO and one copy to the Contracting' Officer's Representative (COR) at the following address:

Financial Management Office
American Embassy Jakarta, Indonesia
Jl. Medan Merdeka Selatan No. 5
Jakarta 10110
Email: JakartaFMCVouchering@state.gov

Address for COR is as under:

GSO – Customs and Shipping Office
Jl. Medan Merdeka Selatan No. 5
Jakarta 10110

G.2.2 A proper invoice shall comply with the requirements of Section I.1, FAR 52.232-25, “Prompt Payment”.

G.2.3 Payment. The Government will make all payments in Indonesian Rupiahs.

G.2.3.1 VALUE ADDED TAX.

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice.

G.2.4 Timing of Payments - Payments under this contract will be made annually in advance after either: (1) The date of receipt of a proper invoice in the designated payment office, or (2) the decal(s) sticker(s) and insurance policy(ies) on all vehicles are
accepted by the Government, whichever is later.

G.3 CREDITS AND REFUNDS

In the event that premiums have previously been paid for a vehicle subsequently removed from coverage or for a vehicles on which the cost of coverage has been subsequently reduced, all or any part of any resulting overpayment shall, in the sole discretion of the Contracting Officer, be:

- ☐ Applied as a credit against additional payments owed to the Contractor under the applicable contract, or;
- ☐ Refunded by the Contractor to the U.S. Government via fund transfer to the following bank account:

**RUPIAH ACCOUNT**

<table>
<thead>
<tr>
<th>Account Name</th>
<th>U.S. DISBURSING OFFicer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td>30601121209 (IDR)</td>
</tr>
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SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1. INSURANCE POLICY

H.1.1 The Contractor’s insurance policy is incorporated into this contract as Exhibit C of Section J.

H.1.2 The Contractor shall include an English translation of the original insurance policy without cost to the Government.

H.2 PERMITS

Without cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

H.3 STANDARDS OF CONDUCT

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

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

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

(d) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government
property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; and organizing or participating in gambling in any form.

H.4 SECURITY

H.4.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees who will require entry onto Government premises. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.

H.4.2 Time Requirements. Within five days after contract award, the Contractor shall submit the following information for clearance for the Contractor’s representative and alternate.

H.4.3 Required Information. The Contractor shall complete and application form for each employee. This application will be provided by the COR.
SECTION I
CONTRACT CLAUSES

I.1. FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1) CLAUSES

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

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

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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 clauses are incorporated by reference (48 CFR CH. 1):

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<th>CLAUSE</th>
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<tr>
<td>52.202-1</td>
<td>DEFINITIONS (JUN 2020)</td>
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<td>52.203-3</td>
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<td>52.203-5</td>
<td>COVENANT AGAINST CONTINGENT FEES (MAY 2014)</td>
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<td>52.203-8</td>
<td>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)</td>
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<td>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2020)</td>
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<td>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)</td>
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<td>52.203-13</td>
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<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)</td>
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<td>52.203-19</td>
<td>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)</td>
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52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER (MAY 2011)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 2020)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

52.215-14 INTEGRITY OF UNIT PRICES (JUN 2020)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-- MODIFICATIONS (JUN 2020)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2020)

52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)
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<td>SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)</td>
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52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)
52.246-26 REPORTING NONFORMING ITEMS (JUN 2020)
52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

The following are Federal Acquisition Regulation clause(s) is/are incorporated in full text:

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two years.

I.4 RESERVED

I.5 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.

I.6 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

(a) Definitions. As used in this clause—

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

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

(1) A citizen or resident of the United States;
(2) A domestic partnership;
(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

(c) (1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.
(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

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

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

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

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

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

(1) Included in the contract price; nor

(2) Reimbursed.

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

(End of clause)
I.7  DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR)
CLauses Incorporated in Full Text

I.7.2  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.

I.7.3 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
3) Contractor personnel may not utilize Department of State logos or indicia on business cards.

I.7.4 DOSAR 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I.7.5 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

I.7.6 652.243-70 NOTICES (AUG 1999)
Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

I.7.7 652.229-70 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 J
LIST OF ATTACHMENTS

Attachment A - CONTRACTOR’S MONTHLY AND BI-ANNUAL STATUS REPORTS
(to be provided by the contractor – See Exhibit A)

Attachment B - CONTRACTOR’S INSURANCE POLICY FOR THIRD
PARTY LIABILITY COVERAGE- BODILY INJURY AND THIRD
PARTY LIABILITY – PROPERTY DAMAGE
(to be provided by the contractor upon contract award – See Exhibit B)

Attachment C - DETAILED LIST AND DESCRIPTION OF ALL OFFICIAL
VEHICLES (to be provided upon request)
EXHIBIT A

CONTRACTOR’S MONTHLY AND BI-ANNUAL STATUS REPORTS

These reports shall, as a minimum, contain the following information:

- Date and place of accident
- Embassy driver involved
- Identification and license plate of Embassy vehicle
- Type of coverage
- Which party is liable for the accident and why
- Name and address of adverse party
- Name and address of adverse insurance company
- Current status of settlement, if pending explain why
- If a case is settled, give date of settlement, name of party who was reimbursed
- Date of reimbursement
- In case settlement payment is made directly to a garage, date of payment
EXHIBIT B

CONTRACTOR’S INSURANCE POLICY(IES)

FOR THIRD PARTY LIABILITY COVERAGE – BODILY INJURY

AND

THIRD PARTY LIABILITY COVERAGE – PROPERTY DAMAGE

To be added at time of contract award.
EXHIBIT C

LIST OF OFFICIAL VEHICLES

Excel Spreadsheet containing list of vehicles, their descriptions, **prices (premiums)**, insurance renewal dates, etc.
SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

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

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

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $150,000, for each failure.

(End of provision)

K.3 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation (JAN 2017)
K.4. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN)

TIN: ____________________________

___ TIN has been applied for.
___ TIN is not required because:
___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
___ Offeror is an agency or instrumentality of a foreign government;
___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

___ Sole Proprietorship;
___ Partnership:
___ Corporate Entity (not tax exempt);
___
Corporate Entity (tax exempt);
____ Government entity (Federal, State, or local);
____ Foreign government;
____ International organization per 26 CFR 1.6049-4;
____ Other ______________________________________________________

(f) Common Parent.
____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
____ Name and TIN of common parent;
Name ______________________________________________________
TIN ______________________________________________________

(End of provision)

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

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

(a) Definitions. As used in this provision—Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act
for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or
after August 13, 2020, from entering into a contract or extending or renewing a contract
with an entity that uses any equipment, system, or service that uses covered
telecommunications equipment or services as a substantial or essential component of any
system, or as critical technology as part of any system. This prohibition applies to the use of
covered telecommunications equipment or services, regardless of whether that use is in
performance of work under a Federal contract. Nothing in the prohibition shall be construed
to—

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

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

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

(d) Representation. The Offeror represents that—

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

(2) After conducting a reasonable inquiry, for purposes of this representation, the
Offeror represents that—
It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures.

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

   (i) For covered equipment—

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

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

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

   (ii) For covered services—

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

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

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

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

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

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

(ii) For covered services—

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

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

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or
services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25,
Prohibition on Contracting for Certain Telecommunications and Video Surveillance
Services or Equipment.

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

(c) Representations. (1) 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.

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

(End of provision)

52.225-18 Place of Manufacture.

As prescribed in 25.1101 (f), insert the following solicitation provision:

PLACE OF MANUFACTURE (AUG 2018)

(a) Definitions. As used in this provision—

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

(1) FPSC 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.

(b) 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.

(End of provision)

K.4 52.225-20 - PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“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 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.

(b) Certification. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

K.6 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 524126.

(2) The small business size standard is 1,500 employees.

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

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

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

□ (i) Paragraph (d) applies.

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

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

   (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

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

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

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

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

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

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

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

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)
(xx) **52.225-2**, Buy American Certificate. This provision applies to solicitations containing the clause at **52.225-1**.

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.

(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) **52.225-6**, Trade Agreements Certificate. This provision applies to solicitations containing the clause at **52.225-5**.

(xxiii) **52.225-20**, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

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

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

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

*Contracting Officer check as appropriate.*

__ (i) **52.204-17**, Ownership or Control of Offeror.

__ (ii) **52.204-20**, Predecessor of Offeror.

__ (iii) **52.222-18**, Certification Regarding Knowledge of Child Labor for Listed End Products.
(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

____________ __________ _____ ________

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

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

(B) Have [ ], have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

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

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

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

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

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

2 Examples.

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

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

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

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

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

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

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

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

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

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

(End of provision)
K.8. 52.209-13 Violation of Arms Control Treaties or Agreements—Certification. (FEB 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

__ (1) The Offeror certifies that—

   (i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

   (ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

__ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

   (1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries
listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has
(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

K.9. AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name: _________________________________

Address: ___________________________________________

Telephone Number: _______________________

K.10. DOSAR 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

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

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

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

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

K.11 RESERVED

K.12.  52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

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

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

(c) Representation. The Offeror represents that.

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

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

K.13

K.14 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

(a) Definitions. As used in this provision—

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

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

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

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

(2) A domestic partnership;
(3) A domestic corporation;

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

(5) Any trust if—

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

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

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

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

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

(1) It [___] is [___] is not a foreign person; and

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

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

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

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

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

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

(End of provision)

K.15 The following provision is incorporated by reference:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)
SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 SUBMISSION OF OFFERS

L.1.1 General. This solicitation is for the performance of the services described in Section C - PERFORMANCE WORK STATEMENT, and the Exhibits attached to this solicitation.

L.1.2 QUALIFICATIONS OF OFFERORS

Instructions to Offeror. Each offer must consist of the following:

(a) General. This solicitation is for the performance of the services described in Section C: Description/Specification/Work Statement and the Attachments attached to this solicitation.

(b) Qualifications of Offerors. Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

(1) Supervisor must be able to understand written and spoken English;

(2) Have an established business with a permanent address and telephone listing;

(3) Be able to demonstrate prior maintenance experience with suitable references;

(4) Have the necessary personnel, equipment and financial resources available to perform the work;

(5) Have all licenses and permits required by local law;

(6) Meet all local insurance requirements;

(7) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;

(8) Have no adverse criminal record;

(9) Have no political or business affiliation which could be considered contrary to the interests of the United States; and

(10) Have valid DUNS & CAGE number, and active SAM registration - for quotation above USD 30,000
L.2 SUBMISSION OF OFFERS

L.2.1 General

This solicitation is for providing vehicle insurance as described in Section C and the Exhibits which are a part of this solicitation.

L.2.2 Summary of Instructions

Each offer must consist of the following separate volumes:

<table>
<thead>
<tr>
<th>Volume</th>
<th>Title</th>
<th>No. of Copies*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Executed Standard Form 33, &quot;Solicitation, Offer and Award&quot;, and completed Section K - “Representations, Certifications and Other Statements of Offerors”</td>
<td>one</td>
</tr>
<tr>
<td>2</td>
<td>Price Proposal and completed Section B - “Supplies Or Services And Prices/Costs”</td>
<td>one</td>
</tr>
<tr>
<td>3</td>
<td>Technical Proposal.</td>
<td>one</td>
</tr>
</tbody>
</table>

* The total number of copies includes the original as one of the copies.

The complete offer shall be submitted with Contracting Officer at below address (as on the SF-33 form Block 7):

**American Embassy Jakarta, GSO/PCU**
**Jl. Medan Merdeka Selatan No. 5, JAKARTA 10110**

The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation.

L.2.3 Closing Date. The complete offer shall be received by the American Embassy Jakarta, located at the address indicated on the solicitation cover page, **no later than Friday, August 27, 2021 by 16:00 hrs.** (local date and time).

L.2.4 Detailed Instructions – please keep price proposal separate from the technical proposal and submit all to the address indicated on the solicitation cover page

(1) Volume I: Standard Form (SF) 33 and Section K. Complete blocks
12 through 18 of the SF 33 and all of Section K.

(2) Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B, including all options.

(3) Volume III: Technical Proposal.

(a) Management Information – Provide the following:

(1) Company profile including a list of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

(2) A list of key management personnel and their profiles;

(3) Name of Project Manager who understands written and spoken English;

(4) Evidence of Required Licenses and Permits;

(5) Copy of Mandatory Insurance Policy(ies), in local language and translated into English.

(b) Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

(2) Contract number and type;

(3) Date of the contract award place(s) of performance, and completion dates;

(4) Contract dollar value;

(5) Brief description of the work, including responsibilities;

(6) Comparability to the work under this solicitation;

(7) Brief discussion of any major technical problems and their resolution;
(8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);

(9) Any terminations (partial or complete) and the reason (convenience or default).

L.3 PROPRIETARY DATA

The offeror will identify proprietary data by page(s), paragraph(s) and sentence(s), and shall not generalize.

L.4 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference (48 CFR CH. 1):

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<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 (AUG 2020)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)</td>
</tr>
<tr>
<td>52.215-1</td>
<td>INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION* (JAN 2017)</td>
</tr>
</tbody>
</table>
* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

L.5  SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price indefinite-delivery, indefinite-quantity contract resulting from this solicitation, under which will be placed firm, fixed-price task orders.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer at the U.S. Embassy in Jakarta, Indonesia.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6  652.206-70 Advocate for Competition/Ombudsman.

As prescribed in 606.570, insert the following provision:

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, US Embassy’s MGT Counselor, at (6221-5083-1000). 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 M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, offerors must prepare proposals in accordance with Section L. Proposals must meet all the requirements of this solicitation.

M.1.2. Basis for Award.

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing required information.

b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of the technical proposal required by Section L, including a review of the offeror's proposed project manager to ensure that she or he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in Section L to verify quality of past performance.

c) Responsibility

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

(1) adequate financial resources or the ability to obtain them;

(2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;

(3) satisfactory record of integrity and business ethics;

(4) necessary organization, experience, and skills or the ability to obtain them;
(5) necessary equipment and facilities or the ability to obtain them; and

(6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified following FAR 15.503.

M.2 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 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.

M.3 SEPARATE CHARGES

Separate charges, in any form, are not solicited.

M.4 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)