



July 22, 2020

SUBJECT: INTER-AMERICAN FOUNDATION (IAF) PROFESSIONAL LOCAL LIAISON ADVISORY SERVICE (LLAS) CONTRACTOR FOR THE EASTERN CARIBBEAN

Dear potential applicants:

The Bureau of the Fiscal Service, on behalf of the Inter-American Foundation (IAF), is seeking applications from qualified citizens living in the Eastern Caribbean to provide services as a Professional Local Liaison Advisory Service (LLAS) Contractor for the Eastern Caribbean under a Personal Services Contract (PSC), as described in the following solicitation: #20343120Q00011. This document describes the job of the LLAS Contractor. Please read it carefully.

This contract will be awarded for a twelve-month Base Period and four (4), twelve-month Option Periods in accordance with the following Performance Work Statement (PWS) and Contract Terms and Conditions. Option periods are not guaranteed and will be exercised at the discretion of IAF based, in part, on the Contractor's performance. The estimated base period salary with benefits for this LLAS Contractor position is estimated at \$311,595.71, but may be negotiated based upon capabilities to perform, qualifications, educational background, experience, previous salary and work history. The LLAS Contractor position may have optional sub-contracting possibilities available for Technical Consultants.

The applicant assumes full responsibility for ensuring that their responses are received at the place as delineated herein, and by the date and time identified below. The Respondent assumes full responsibility for ensuring electronic submissions are formatted in accordance with Security Requirements. The following file extensions are unacceptable: BAT; CMD; EXE; PIF; RAR; SCR; VBS; HTA; AND CPL FILES.

Microsoft Office compatible documents and Adobe PDF are acceptable. Submitted materials with unacceptable or unreadable formats may be found non-responsive.

Applications shall be e-mailed to purchasing@fiscal.treasury.gov, with the subject line "Applications for 20343120Q00011 LLAS CONTRACTOR/Eastern Caribbean, Attn: MWargowsky/Dholbert, and received on or before 2:00 pm EST, August 5, 2020. Late or incomplete applications will not be considered. Only complete applications submitted timely to the e-mail address above will be considered.

A complete application shall include the following six (6) items:

1. Provide a Cover Letter in English that demonstrates the applicant's capability to perform each of the required work responsibilities identified in the SOW.
2. Provide a resume or Curriculum Vitae (CV) that demonstrates the applicant has the required qualifications identified the statement of work. Furthermore,
 - a. The resume or CV must be written in English.
 - b. Write "20343120Q00011 LLAS CONTRACTOR/Eastern Caribbean" on the front page of the resume or CV.
 - c. Applicant should hand sign the last page of the resume or CV.
3. A list of three (3) references with contact information (telephone number and if available, email).
4. A copy of applicant's educational diploma.
5. A copy of applicant's identification card with photograph (driver's license, national identification card, or passport acceptable).
6. Provide applicant's salary history for last three jobs.

Thank you for your interest in IAF. We look forward to reviewing your application.

David Holbert
Contracting Officer

INSTRUCTIONS TO APPLICANTS

The Government will evaluate applications in the following phases:

1.0 EVALUATION OF APPLICATIONS: QUALIFICATIONS

Evaluation Criteria 1: Technical Capability

Applicants shall provide a **Cover Letter** that clearly and sufficiently addresses in written form their capabilities to perform each of the work responsibilities identified in the Performance Work Statement (3 pages herein).

GO / NO-GO Factors: Late or incomplete applications will not be evaluated and will be considered non-responsive.

To be considered a complete application, applicants shall submit applications that include the following items as attachments to their email:

- ___ 1. A CV/resume, written in English, with the applicant's signature on the last page.
- ___ 2. A one- to two-page cover letter demonstrating the ability to perform the required services as described in the PWS.

The candidate must meet the following criteria:

- ___ 3. Reside in the Eastern Caribbean.
- ___ 4. Possess a B.A. or better in an appropriate field.
- ___ 5. Have at least 10 years of professional experience working in grassroots development or a combination of grassroots development and small-business development, economic development, monitoring and evaluation, or management of international development programs. At least half of this experience must be in-country.
- ___ 6. Demonstrate fluency in spoken and written English.

2.0 Application Evaluation Process

Applicants qualified for this position shall demonstrate, in the documents/information submitted and through the Application Evaluation Process described in Section 1.2, the ability to provide the services as described in the attached Performance Work Statement (PWS) as they apply to the following evaluation criteria:

Phase I – Initial Review

(A) EVALUATION CRITERIA 1 – REQUIRED TECHNICAL CAPABILITY

1. A bachelor's degree, or better, from an accredited university in social science, humanities, or a related field.
2. Native in spoken and written English.
3. Ability to travel throughout Eastern Caribbean, and other countries as required.
4. Demonstrated experience in coordinating and facilitating travel logistics and field-based events.
5. Competence with standard Microsoft Office Suite of computer programs – Word, Excel, etc.

Preferred skills and knowledge include:

1. Knowledge of IAF mission, goals and priorities.
2. Experience working with grant management.
3. Experience working with international donor agencies.
4. Valid driver's license.

(B) EVALUATION CRITERIA 2 – REQUIRED EXPERIENCE

1. Experience working directly with marginalized groups and/or community-based organizations in the Eastern Caribbean.
2. Experience working with agricultural cooperatives, small businesses, and/or NGOs that offer credit.
3. Experience interacting with stakeholders, especially in a grants management, small-business development, or international development context.
4. Experience with financial management/accounting and preparation of programmatic and financial reports.
5. Experience in small-business development, monitoring and evaluation, and/or management of international development programs in the Eastern Caribbean.
6. Experience with participatory development methods.
7. Demonstrated ability to work as part of a team.
8. Demonstrated ability to communicate effectively verbally and in writing.
9. High level of motivation, personal commitment, and ethical standards.

Applicants are not guaranteed an interview. The Technical Evaluation Team will determine a range of the highest rated applicants in Phase I to move to Phase II - Interview. If, in Phase II, applicants fail to get an acceptable rating the government reserves the right to interview the next highest rated applicants from Phase I.

PHASE II – Interview

All interviews will be completed with the same interviewer(s). If more than one individual conducts each interview, each interviewer will complete an individual interview evaluation score sheet and a consensus interview score will be agreed upon by all interviewers.

Questions asked during the interview will be consistent among applicants and relevant to the requirements as described in the solicitation. An individual record of questions asked and responses received from the applicant will be included with this worksheet as documentation supporting the chosen rating.

Phase III – Past Performance

The Evaluation Panel will select applicant(s) from Phase II for the past performance. The reference questions will be consistent for all past performance references and will be relevant to similar work performed in comparison to this requirement. A record of references contacted, questions asked, and responses received will be included with this worksheet as documentation supporting the chosen rating.

IAF will practice diligence to contact all references provided for applicants being considered for Award. However, time will dictate the number of contacts made. If at all possible, at least 1 direct reference contact should be made for all applicants considered for award.

If an applicant has received negative reference responses, fair opportunity to address such will be given, in compliance with FAR 15.305(a)(2)(ii).

3.0 AWARD

An offer for award will be made to the applicant receiving the highest score in Phase II, considering references and availability. If the offer is not accepted, the Government reserves the right to make an offer to the next preferred applicant without further discussion.

The Contractor shall obtain a satisfactory security certification through the United States Embassy within ninety (90) days of the effective date of the contract. This certification will be initiated and costs assumed by IAF.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER IAF-15000-20-0020		PAGE OF 1 36		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 20343120Q00011		6. SOLICITATION ISSUE DATE 07/22/2020	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MINDY WARGOWSKY			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 08/05/2020 1400 ET	
9. ISSUED BY Bureau of the Fiscal Service Division of Procurement Avery 5F 200 Third Street Attn: M. Wargowsky Parkersburg WV 26106				CODE FSA-MWARGOWS	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: \$16.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO IAF 1331 PENNSYLVANIA AVE NW 1200 NORTH WASHINGTON DC 20004		CODE IAF	16. ADMINISTERED BY Bureau of the Fiscal Service Division of Procurement Avery 5F 200 Third Street Parkersburg WV 26101					CODE FSA-PARKERSBURG
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE		18a. PAYMENT WILL BE MADE BY			CODE
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Bureau of the Fiscal Service Procurement, on behalf of the Inter-American Foundation (IAF), is soliciting applications from qualified citizens living in the Eastern Caribbean to provide Local Liaison Advisory Services (LLAS), as a contractor, under a Personal Services Contract in the Eastern Caribbean, as described in this solicitation and Performance Work Statement (PWS). This will be a firm-fixed price purchase order for a 12-month base period and four (4) 12-month <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE				<input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE				<input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED		
				DAVID L. HOLBERT				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	option periods. RESPONSES ARE DUE: on or before 2:00 pm EST, on August 5, 2020.				
0001	Base Year - LLAS Professional Services for the Eastern Caribbean, in accordance with the attached PWS and supporting documents. Salary based on previous contractor history and estimated at 2080 hours per year.				
0002	Base Year - Travel Costs for Eastern Caribbean LLAS Travel costs, Per Diem, Lodging and Transportation Reimbursement				
0003	Base Year - Sub-Contracts and/or Other Direct Costs				
0004	Base Year - Optional Services or Positions (Option Line Item)				
0005	Option Year 1 - LLAS Professional Services for the Eastern Caribbean, in accordance with the Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (YY/MM/DD)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	attached PWS and supporting documents.				
	Salary based on previous contractor history and estimated at 2080 hours per year. (Option Line Item)				
0006	Option Year 1 - Travel Costs for Eastern Caribbean LLAS Travel costs, Per Diem, Lodging and Transportation Reimbursement (Option Line Item)				
0007	Option Year 1 - Other Direct Costs (Option Line Item)				
0008	Option Year 1 - Optional Services or Positions (Option Line Item)				
0009	Option Year 2 - LLAS Professional Services for the Eastern Caribbean, in accordance with the attached PWS and supporting documents. Salary based on previous contractor history and estimated at 2080 hours per year. (Option Line Item)				
0010	Option Year 2 - Travel Costs for Eastern Caribbean LLAS Travel costs, Per Diem, Lodging and Transportation Reimbursement (Option Line Item)				
0011	Option Year 2 - Other Direct Costs (Option Line Item)				
0012	Option Year 2 - Optional Services or Positions (Option Line Item)				
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0013	Option Year 3 - LLAS Professional Services for the Eastern Caribbean, in accordance with the attached PWS and supporting documents. Salary based on previous contractor history and estimated at 2080 hours per year. (Option Line Item)				
0014	Option Year 3 - Travel Costs for Eastern Caribbean LLAS Travel costs, Per Diem, Lodging and Transportation Reimbursement (Option Line Item)				
0015	Option Year 3 - Other Direct Costs (Option Line Item)				
0016	Option Year 3 - Optional Services or Positions (Option Line Item)				
0017	Option Year 4 - LLAS Professional Services for the Eastern Caribbean, in accordance with the attached PWS and supporting documents. Salary based on previous contractor history and estimated at 2080 hours per year. (Option Line Item)				
0018	Option Year 4 - Travel Costs for Eastern Caribbean LLAS Travel costs, Per Diem, Lodging and Transportation Reimbursement (Option Line Item)				
0019	Option Year 4 - Other Direct Costs (Option Line Item)				
0020	Option Year 4 - Optional Services or Positions (Option Line Item) Continued ...				

FOREIGN PSC SPECIAL NOTICE

Please be aware that if you email documents containing personally identifiable information (PII), the information may not be secure and your email may be intercepted or otherwise viewed against your wishes.

Examples of PII are, but not limited to, education attainment documents that contain the individual's name and home address, financial transactions, medical history, and criminal or employment history and information; which can be used to distinguish or trace an individual's identity, such as their name, social security number, national ID number, date and place of birth, mother's maiden name, biometric records, photograph, physical home and/or email address, phone number, driver's license, etc., including any other personal information which is linked or linkable to an individual.

Please:

1. **DO NOT send by email** a copy of an identification card with a photograph such as a driver's license, national identification card, or passport, etc. with your response.
2. **DO NOT** include your physical and mailing address, etc. in your Cover Letter, Curriculum Vitae (CV), Resume, body of the email, and supporting Education Diploma or Training Certificates in your response.

Please mark out with permanent black marker your physical or mailing address only in your Education Diploma or Training Certificates.

Your name still needs to be on all of the above documents.

The Government may request a hard copy of one or more of the aforementioned items as proof in a later phase of the Evaluation Process and as part of the security background check after award.

You are strongly encouraged to request a secure email to reply to if any of your documents contain PII and cannot be removed effectively.

Please send an email to purchasing@fiscal.treasury.gov referencing "20343120Q00011 – LLAS CONTRACTOR – Eastern Caribbean – Encryption Request Attn: MWargowsky/DHolbert - on or before 24 hours before the request closes to request that an encrypted email message be sent to you from our agency. If you submit a request after that time, there is no guarantee that we will respond or that you will be able to go through the process to submit your response on time for the Government to consider. Once you receive the encrypted email, then you will need to open it by creating an account. Once you create an account, then you can respond to our agency's encrypted email, which will then automatically encrypt your email response and any attachments to it for only the Government to view.

Supplemental Terms, Conditions, and Clauses

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any _____. [*insert regulation name*] (48 CFR _____) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2018)

1052.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2018) (DEVIATION 2017-00001)

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

1052.201-70 CONTRACTING OFFICER’S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (APR 2015)

- (a) The COR(s) are named on the award form. Should a change to the COR(s) be necessary in the future, they will be named on the modification SF-30.
- (b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term “technical direction” includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:
- (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
 - (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
 - (6) Directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

1052.210-70 CONTRACTOR PUBLICITY (APR 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered during the evaluation of past performance.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

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 prior to the expiration of each contract period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (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 60 months.

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

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

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

LAPSE FUNDING

In the event of a lapse funding resulting in a government shutdown, the status of Fiscal Year funding and any necessary action required of the Contractor will be made available at the following website:

<https://www.fiscal.treasury.gov/doing-business-with-fiscal-service/> . It is the Contractor's responsibility to monitor this website for information regarding Fiscal Year funding.

1052.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS.(April 2018) (DEVIATION 00002)

(a) *Definition.* As used in this clause-

"Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercial item set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies—

- (1) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation;
- (2) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Except as stated in paragraph (c) of this clause, when any supply or service acquired under this contract is subject to any CSA, that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (1) Any such language, provision, or clause is unenforceable against the Government.
- (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the CSA. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (3) Any such language, provision, or clause is deemed to be stricken from the CSA.

(c) Paragraph (b) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)

(a) Definitions. As used in this clause—

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support is available at www.ipp.gov or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

PAYMENT AND INVOICE QUESTIONS (IPP)

For payment and invoice questions, go to <https://arc.fiscal.treasury.gov/ipp/fsippqrg.htm> or contact Accounts Payable at (304) 480-8000 option 7 or via email at AccountsPayable@fiscal.treasury.gov.

PAYMENT AND INVOICE QUESTIONS (FOREIGN BANK ACCOUNT)

For Payment and Invoice questions, contact Accounting Services Division, Pensions, Grants and Loans branch at 304-480-8300 or via email at ForeignMisc@fiscal.treasury.gov. Invoices shall be submitted via email to ForeignMisc@fiscal.treasury.gov.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to electronic funds transfer (EFT): If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an EFT. This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government shall destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS

The Contractor shall ensure the contract number is clearly visible on all shipping/service documents, containers, and invoices.

PERFORMANCE EVALUATION

This award is subject to a performance evaluation via the Contractor Performance Assessment Reporting System (CPARS) at www.cpars.gov. Following the end of each 12 month performance period and at completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may

submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Contracting Officer. The final evaluation of the Contractor's performance is the decision of the Contracting Office. The final performance evaluation will be available to the Contractor through the Government's past performance database at <https://www.cpars.gov/>.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUL 2020) [(DEVIATION APR 2020)]

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

- (1) 52.203-19 Prohibition on requiring certain internal confidentiality agreements or statements. (Jan 2017) (Section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91)
- (3) 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (5) 52.233-3 Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (6) 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

- (1) 52.203-6 [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) 52.203-13 Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).
- (3) 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [Reserved]
- (6) 52.204-14 Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).
- (9) 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- (10) [Reserved]
- (11)(i) 52.219-3 (i) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (Mar 2020) ([15 U.S.C. 657a](#)).

- (ii) Alternate I (Mar 2020) of 52.219-3
- (12)(i) 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (Mar 2020) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6 Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Mar 2020) of 52.219-6.
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7 Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-7.
- (iii) Alternate II (Mar 2020) of 52.219-7
- (16) 52.219-8 Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (17)(i) 52.219-9 Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#)) (DEVIATION 2018-00002).
- (ii) Alternate I (Nov 2016) of [52.219-9](#).
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (JUN 2020) of [52.219-9](#).
- (v) Alternate IV (JUN 2020) (DEVIATION 2018-00002) of [52.219-9](#).
- (18)(i) 52.219-13 Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (ii) Alternate I (Mar 2020) of 52.219-13
- (19) 52.219-14 Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (20) 52.219-16 Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657 f](#)).
- (22)(i) 52.219-28 Post Award Small Business Program Representation (MAY 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of 52.219-28
- (23) 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- (24) 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- (25) 52.219-32 Orders Issues Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33 Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637 (a)(17)).
- (27) 52.222-3 Convict Labor (June 2003) (E.O. 11755).
- (28) 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- (29) 52.222-21 Prohibition of Segregated Facilities (Apr 2015).
- (30)(i) 52.222-26 Equal Opportunity (Sept 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of [52.222-26](#).
- (31)(i) 52.222-35 Equal Opportunity for Veterans (JUN 2020)([38 U.S.C. 4212](#)).
- (ii) Alternate I (JULY 2014) of [52.222-35](#).
- (32)(i) 52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)(29 U.S.C. 793).
- (ii) Alternate I (JULY 2014) of 52.222-36.
- (33) 52.222-37 Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

- (34) 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35)(i) 52.222-50 Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (36) 52.222-54 Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (37)(i) 52.223-9 Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40)(i) 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I Alternate I (Oct 2015) of 52.223-13.
- (41)(i) 52.223-14 Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-14](#).
- (42) 52.223-15 Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- (43)(i) 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-16](#).
- (44) 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- (45) 52.223-20 Aerosoles (JUN 2016) (E.O. 13693).
- (46) 52.223-21 Foams (JUN 2016) (E.O. 13693).
- (47)(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- (48) 52.225-1 Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- (49)(i) 52.225-3 Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of [52.225-3](#).
- (iv) Alternate III (May 2014) of [52.225-3](#).
- (50) 52.225-5 Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- (51) 52.225-13 Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (53) 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

- (54) 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (55) 52.229-12 Tax on Certain Foreign Procurements (Jun 2020)
- (56) 52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (57) 52.232-30 Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (58) 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).
- (59) 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (60) 52.232-36 Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- (61) 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)(DEVIATION APR 2020)(31 U.S.C. 3903 and 10 U.S.C. 2307).
- (62) 52.239-1 Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (63) 52.242-5 Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
- (64)(i) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (iii) Alternate II (FEB 2006) of [52.247-64](#).

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

- (1) 52.222-41 Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (2) 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (3) 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (4) 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (5) 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (6) 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (7) 52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015).
- (8) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (9) 52.226-6 [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)).

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (vii) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#))
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiii) (A) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

52-249-12 TERMINATION (PERSONAL SERVICES) (1984)

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

CONFLICTS OF INTEREST

The Contractor shall comply with FAR 52.203-16, Preventing Personal Conflicts of Interest. Further, the Contractor shall not advise the IAF to take any action that will benefit, or appear to benefit, the Contractor beyond the scope of this contract. The Contractor shall inform the IAF if the appearance of such a conflict exists. For example, the Contractor shall not influence the IAF to enter into financial arrangements with entities that the Contractor expects to have future business dealings with, unless the IAF has been advised of the prospect of that future business.

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

Inter-American Foundation Performance Work Statement (PWS) Local Liaison Advisory Services (LLAS) – Eastern Caribbean

BACKGROUND

Created by Congress and established as part of the Foreign Assistance Act of 1969, the Inter-American Foundation is an independent agency of the United States government that channels development assistance directly to the organized poor development in Latin America and the Caribbean. The IAF responds with grant support to the best ideas it receives in response to its call for proposals. Successful proponents offer grassroots solutions to the problems of poverty, demonstrate substantial beneficiary participation in the design and management of their projects, and contribute counterpart resources in cash and in kind toward the success of their efforts.

Since beginning operations in 1972, the Inter-American Foundation has awarded nearly 5,000 grants, valued at more than \$700 million, to fund projects in agriculture, enterprise development, education and training, environmental conservation, culture, housing, and health care and other services.

The position reports directly to the IAF Foundation Representative (FR).

DUTIES AND RESPONSIBILITIES:

Program Development and Management

- Prepare and submit monthly work plans, reports and invoices.
- Contribute to the analysis of grant proposals as requested by the IAF representative.
- Keep IAF representative apprised of important events in the country and the situation of grantees in the country.
- Facilitate communication between IAF grantees and IAF staff and contractors, such as Data Verifier and Auditor including coordination and exchange of information virtually or through face-to-face periodic meetings.
- Assist in monitoring and managing the portfolio, may help with outreach related to the IAF program in these countries and provides in-country support on a variety of program-related, logistical and administrative issues and activities.
- Participate in an orientation visit with all new IAF grantees. This may be conducted in conjunction with the FR, auditor and data verifier.
- Conduct visits with FR to each IAF-funded project in this country approximately once per year, or as requested, to review project activities, progress, accomplishments, and provide in-depth analysis to the IAF.
- Review grantee financial, programmatic and other related reports, and provide comments to the FR and grantees.
- Attend meetings with donor agencies, public officials, and/or with public and private sector entities who are interested in collaborating to support grassroots development through partnerships, resource mobilization, or public education about grassroots participatory development.
- Manage technical consultants as needed.
- Facilitate ongoing exchanges among IAF grantees within the country, including developing and establishing a system for grantees to request exchange opportunities, recommending possible exchange ideas to grantees and FR, and providing support with travel, lodging and logistics.
- Facilitate the coordination and exchange of information with other IAF contractors in the country virtually and through periodic meetings.

Technical Support

- Provide guidance to grantees in topics such as: incorporating efficient management and institutional strengthening practices for NGOs; designing strategic work and fund-raising plans; incorporating best practices for engaging target populations; implementing successful programs and project activities; supporting and encouraging the formation of democratic and participatory practices; analyzing program impact within local and national contexts, or any others as they arise.
- Arrange for the provision of technical assistance to grantees on specialized topics upon request by the grantee. Identify learning topics and assist in identifying other consultants who can carry out learning projects. May supervise multiple technical consultants providing technical support to grantees or carrying out research projects on the portfolio.
- Accompany the FR and other IAF staff and contractors on visits as requested.
- Orient grantees to IAF grant agreements, administrative and reporting procedures.
- Facilitate provision of technical assistance and capacity building to IAF grantees.
- Conduct visits and organize regional presentations of information to organizations that wish to submit proposals for funding to the IAF, being sure to clarify all necessary application criteria and requirements. Provide same information to potential proponents by telephone and email as necessary.
- Conduct occasional IAF information dissemination events targeted at community-based groups and other development actors who are interested in economic development at the local level and community initiated partnerships with local governments.

- Conduct or participate in occasional additional activities, e.g., presentations, speeches, delegations, writing articles, etc.
- Review proposals, as referred by Foundation Representative, and participate in screening visits; Conduct research on proponent organizations and their proposed activities.

Travel and Logistics Coordination

- Organize, plan and coordinate the IAF representative and other IAF staff, board or delegation visits to the country.
- Coordinate and conduct at least one field-based learning exchange for grantees per year in order to facilitate the sharing of information about lessons learned, best practices, and program results with respect to current IAF grants/projects. The agendas and other details for the learning exchanges will be decided in the work plan.
- Participate in and facilitate the coordination of exchanges with IAF grantees in other countries.
- Coordinate or attend conferences in country and assist with the planning and logistics as requested.

Other

- Performs other duties as assigned.
- The Contractor is subject to worldwide availability and may be requested by the IAF to perform temporary duties (TDY) or attend conferences/meetings as required and to travel to other assignments within IAF as assigned. Any such reassignment or transfer shall be subject to agreement of the Contractor. The PWS as defined will remain the same; however the duties may be subject to change as determined by the Contracting Officer.

REQUIRED QUALIFICATIONS:

1. A bachelor's degree from an accredited university in community development, economics, sociology or a related field.
2. Minimum of ten years of professional experience working in grassroots development or in a combination of grassroots development and business development, economic development, monitoring and evaluation, and/or management of international development programs. At least half of this experience must be in the country of performance.
3. Reside in the country of performance.
4. Native speaker in language of the country of performance.
5. Experience working directly with marginalized groups and community-based organizations in the country of performance.
6. Experience managing stakeholder relationships, especially in grants management, and an international development context.
7. Experience in coordinating and facilitating travel logistics and field-based events.
8. Experience with financial management/accounting and preparation of programmatic and financial reports.
9. Experience working with agricultural cooperatives, small businesses, and/or NGOs that offer credit.
10. Experience in small-business development, monitoring and evaluation, and/or management of international development programs in the country of performance.
11. Ability to travel throughout country/region.
12. Experience with participatory development methods.
13. Competence with standard Microsoft Office suite of computer programs – Word, Excel, etc.
14. Demonstrated ability to work as part of a team.
15. Demonstrated ability to communicate effectively verbally and in writing.
16. High level of motivation, personal commitment, and ethical standards.

DESIRED QUALIFICATIONS

1. Experience working with international donor agencies.
2. Experience working with grant management.

3. Knowledge of IAF mission, goals and priorities.
4. Valid driver's license.

Quality Assurance Plan (QASP):

QASP: Task area - 2.1			
Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Incentive/Disincentive
Program Development and Management	Accurate and complete based on task.	Random Sampling by FR and approved by COR.	Incentive: Consistently meets/exceeds AQL, favorable comments may be documented on Yearly Performance Review and CPAR. Disincentive: If Contractor does not consistently meet AQL, unfavorable comments may be documented on Yearly Performance Review and CPAR.
QASP: Task area - 2.2			
Technical Support	Accurate and complete based on task.	Random Sampling by FR and approved by COR.	Incentive: Consistently meets/exceeds AQL, favorable comments may be documented on Yearly Performance Review and CPAR. Disincentive: If Contractor does not consistently meet AQL, unfavorable comments may be documented on Performance Review and CPAR.
QASP: Task area - 2.3			
Travel and Logistics Coordination	Accurate and complete based on task.	Random Sampling by FR and approved by COR.	Incentive: Consistently meets/exceeds AQL, favorable comments may be documented on Yearly Performance Review and CPAR. Disincentive: If Contractor does not consistently meet AQL, unfavorable comments may be documented on Performance Review and CPAR.
QASP: Task area - 2.4			
Other	Accurate and complete based on task.	Random Sampling by FR and approved by COR.	Incentive: Consistently meets/exceeds AQL, favorable comments may be documented on Yearly Performance Review and CPAR. As per IAF policy, a cash award can also be awarded for superior performance. Disincentive: If Contractor does not consistently meet AQL, unfavorable comments may be documented on Performance Review and CPAR.

ATTACHMENTS

Attachment A - Active Grants List

Attachment B - Advance Payment Guide

Attachment C - Advance Payment Form

Attachment D - Questions for References

Attachment E - PSC Contract Articles Template

Attachment F - Contractor's Release Form

SOLICITATION PROVISIONS

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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address:

<https://www.acquisition.gov/far/>

52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)

The Offeror shall not complete the representation in 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 the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

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

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* 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. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or 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 The Offeror represents that 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.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—

- (1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, 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).

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

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

(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) *Representation.* 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.

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.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Personal Service Contract with firm-fixed-pricing resulting from this solicitation.

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2020) (DEVIATION 2018-00002)

NOTICE TO FIRMS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

In accordance with far 9.405, offers, quotes, proposals are not solicited from firms debarred, suspended, or proposed for debarment. Ineligible firms shall consider this an informational copy only.

PROPOSAL INSTRUCTIONS

The Offeror assumes full responsibility for ensuring all electronic materials and attachments submitted are formatted in accordance with the Bureau of the Fiscal Service Security Requirements. The following file extensions are not allowable and application materials/data submitted with these extensions cannot be considered:

.bat, .cmd, .com, .exe, .pif, .rar, .scr, .vbs, .hta, .cpl, html, mhtml, and .zip files

The Government does not allow 3rd party messaging systems/secure mail, other than when authorized by the Government. In those cases, the Government's 3rd party message system will be used when requested.

Microsoft Office non-macro enabled compatible documents and .PDF documents are acceptable. If the Offeror determines that other formats are necessary, it is the Offeror's responsibility to verify with Fiscal Service that those formats are acceptable. Proposal materials with unacceptable or unreadable formats may be found non-responsive.

In addition to the items specified in the solicitation provision above, the following information is necessary to enable proper evaluation:

Offerors shall, in relation to providing clear and sufficient information that their personnel meet the minimum qualifications stated in the PWS/SOW/SOO:

(a) NOT send by email a copy of an identification card with a photograph such as a driver's license, social security card, or passport, or prior government security clearance documents, etc., and

(b) NOT include their physical home and mailing address, social security number, etc. in their supporting resumes and education attainments.

- i. Mark out with permanent black marker their physical or mailing address in their educational attainments, leaving the individual's name on the document(s).

(c) NOT include any information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual that would be considered Personally Identifiable Information (PII).

- i. Examples are, but not limited to, education attainment documents that contain the individual's name and home address, financial transactions, medical history, and criminal or employment history and information; which can be used to distinguish or trace an individual's identity, such as their name, social security number, national ID number, date and place of birth, mother's maiden name, biometric records, photograph, physical home and/or email address, phone number, driver's license, etc., including any other personal information which is linked or linkable to an individual.

1.0 INSTRUCTIONS TO APPLICANTS

2.0. Qualifications: Applicants shall provide clear and sufficient evidence in written form to support that they have the following qualifications as identified in **Section 3.0 of the Performance Work Statement above:**

2.1 REQUIRED MINIMUM QUALIFICATIONS

1. Experience working directly with marginalized groups and community-based organizations in the country of performance.
2. Experience working with agricultural cooperatives, small businesses, and/or NGOs that offer credit.
3. Experience managing stakeholder relationships, especially in grants management, and an international development context.
4. Experience with financial management/accounting and preparation of programmatic and financial reports.
5. Experience in small-business development, monitoring and evaluation, and/or management of international development programs in the Eastern Caribbean.
6. Experience with participatory development methods.
7. Demonstrated ability to work as part of a team.
8. Demonstrated ability to communicate effectively verbally and in writing.
9. High level of motivation, personal commitment, and ethical standards.

Desired Qualifications:

1. Knowledge of IAF mission goals and priorities
2. Experience working with grant management
3. Experience working with international donor agencies
4. Valid driver's license

3.0. Past Performance

Applicants shall provide a list of three (3) professional references with contact information (telephone and if available, email).

4.0. Salary History

Applicants shall provide salary history for last three positions.

52.212-2 EVALUATION -- COMMERCIAL ITEMS (OCT 2014)

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

Technical Factors and Past Performance

Technical and past performance, when combined, are more important than price.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

APPLICATION EVALUATION PROCESS

Applicants qualified for this position shall demonstrate, in the documents/information submitted and through the Application Evaluation Process described in Section 1.2, the ability to provide the services as described in the attached Performance Work Statement (PWS) as they apply to the following evaluation criteria:

GO / NO-GO Factors: Late or incomplete applications will not be evaluated and will be considered non-responsive.

To be considered a complete application, applicants shall submit applications that include the following items as attachments to their email:

1. A CV/resume, written in English, with the applicant's signature on the last page.
2. A one- to two-page cover letter demonstrating the ability to perform the required services as described in the PWS.
3. Reside in the Eastern Caribbean.
4. Possess a B.A. or better from an accredited university in community development, economics, sociology or a related field.
5. Have a minimum 10 years of professional experience working in grassroots development or a combination of grassroots development and small-business development, economic development, monitoring and evaluation, and/or management of international development programs. At least half of this experience must be in-country.
6. Demonstrate fluency in spoken and written English.

PHASE I – Initial Review

(A) EVALUATION CRITERIA 1 – REQUIRED TECHNICAL CAPABILITY

1. A bachelor's degree from an accredited university in community development, economics, sociology or a related field.
2. Native in spoken and written English.
3. Ability to travel throughout country/region, and other countries as required.
4. Demonstrated experience in coordinating and facilitating travel logistics and field-based events.
5. Competence with standard Microsoft Office Suite of computer programs – word, excel, etc.

Preferred skills and knowledge include:

1. Knowledge of IAF mission, goals and priorities.
2. Experience working with grant management.
3. Experience working with international donor agencies.
4. Valid driver's license.

(B) EVALUATION CRITERIA 2 – REQUIRED EXPERIENCE

1. Experience working directly with marginalized groups and/or community-based organizations in the Eastern Caribbean.
2. Experience working with agricultural cooperatives, small businesses, and/or NGOs that offer credit.
3. Experience managing stakeholder relationships, especially in a grants management or international development context.
4. Experience with financial management/accounting and preparation of programmatic and financial reports.
5. Experience in small-business development, monitoring and evaluation, and/or management of international development programs in the Eastern Caribbean.
6. Experience with participatory development methods.
7. Demonstrated ability to work as part of a team.
8. Demonstrated ability to communicate effectively verbally and in writing.
9. High level of motivation, personal commitment, and ethical standards

Applicants are not guaranteed an interview. The Technical Evaluation Team will determine a range of the highest

rated applicants in Phase I to move to Phase II - Interview. If, in Phase II, applicants fail to get an acceptable rating the government reserves the right to interview the next highest rated applicants from Phase I.

PHASE II – Interview

All interviews will be completed with the same interviewer(s). If more than one individual conducts each interview, each interviewer will complete an individual interview evaluation score sheet and a consensus interview score will be agreed upon by all interviewers.

Questions asked during the interview will be consistent among applicants and relevant to the requirements as described in the solicitation. An individual record of questions asked and responses received from the applicant will be included with this worksheet as documentation supporting the chosen rating.

PHASE III – Past Performance

The Evaluation Panel will select applicant(s) from Phase II for the past performance. The reference questions will be consistent for all past performance references and will be relevant to similar work performed in comparison to this requirement. A record of references contacted, questions asked, and responses received will be included with this worksheet as documentation supporting the chosen rating.

IAF will practice diligence to contact all references provided for applicants being considered for Award. However, time will dictate the number of contacts made. If at all possible, at least 1 direct reference contact should be made for all applicants considered for award.

If an applicant has received negative reference responses, fair opportunity to address such will be given, in compliance with FAR 15.305(a)(2)(ii).

3.0 AWARD

An offer for award will be made to the applicant receiving the highest score in all non-price and price factors considered. If the offer is not accepted, the Government reserves the right to make an offer to the next preferred applicant without further discussion. The Government also reserves the right to award to a higher offeror if the offeror scores higher technically in all non-price factors.

The Contractor shall obtain a satisfactory security certification through the United States Embassy within ninety (90) days of the effective date of the contract. This certification will be initiated and costs assumed by IAF.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (AUG 2018)

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 Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ms. Keri Moore
Compliance & Policy Branch Manager
U.S. Department of the Treasury,
Bureau of the Fiscal Service
Keri.Moore@fiscal.treasury.gov

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

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JUN 2020)

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

(a) Definitions. As used in this provision—

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

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

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

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

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

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

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

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

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

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

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

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

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

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

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

shall submit a separate signed copy of the EDWOSB representation.

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

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

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

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

(g)

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

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) Examples.

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

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

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to

compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that–

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

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

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

ii.

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

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

(2) The Offeror represents that—

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

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

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

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

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

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

Predecessor legal name: _____.

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

(s) [Reserved].

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

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

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

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

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

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

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

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or

subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive

Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

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

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

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

(End of Provision)



Inter-American Foundation

An Independent Agency of the U.S. Government

ATTACHMENT A – ACTIVE GRANTS LIST

Belize Active Grants List May 2020

OUR CIRCLE

Our Circle (OC) will manage the first full-service Resource Center in Belize, where marginalized communities can safely access counseling, services, education, and networking opportunities and raise awareness of their rights among their peers and the general public. This project will benefit about 800 people directly and 5,000 people indirectly.

SATIIM

Sarstoon Temash Institute for Indigenous Management (SATIIM) will help communities in southern Belize to map and register their lands. SATIIM will also build the capacity of community forestry operations and construct a visitor center that will generate income to safeguard an internationally recognized wetland. This project will benefit about 1,100 people directly and 2,000 people indirectly.

YCT

Ya'axche' Conservation Trust (YCT) will promote best practices in sustainable forest management by involving local communities in capturing, analyzing, and sharing data on biodiversity on their farms. YCT will also strengthen the business skills of small family or community-run enterprises and stimulate rural children and youth's interest in being future stewards of their communities' forests. This project will benefit about 1,125 people directly and 5,400 people indirectly.

Eastern Caribbean Active Grants List May 2020

CANARI

The Caribbean Natural Resources Institute (CANARI) will strengthen the capacity of civil society organizations in Antigua and Barbuda, Dominica, and Grenada to develop community adaptation plans and implement disaster risk reduction strategies through vulnerability assessments, workshops, mentoring programs, and peer exchanges. CANARI also facilitates information exchange among community organizations, businesses, and national disaster management authorities through its online Knowledge Hub. This project will benefit about 256 people directly and 4,003 people indirectly.

CPDC

The Caribbean Policy Development Centre (CPDC) will increase the resilience of smallholder farmers in Dominica, Grenada, and St. Vincent and the Grenadines by training farmer organizations in disaster preparedness techniques, including creating seed banks, intercropping with water-resistant crops, and improving drainage and water storage infrastructure. CPDC then provides these organizations with small

grants to support the farmers' application of the techniques learned. This project will benefit about 200 people directly and 5,000 people indirectly.

Jamaica Active Grants List May 2020

PIA

Pride in Action (PIA) will open a resource center for LGBT university students and young people between the ages of 16 and 30, which will serve as a base for its operations and will offer health services, support, counseling and information on issues of interest to this demographic group. The center will also be an incubator for budding activists and LGBT initiatives. PIA will further develop its outdoor leadership program, explore ways to set up for-profit venture and draft a plan toward financial independence. The project will directly benefit 600 young Jamaicans and will indirectly reach several thousand members of their families as well as allies and other LGBT individuals.

FFPI

Inner-city youth in Kingston, Jamaica, face high levels of poverty, violence, and homicide, yet services for young people are disjointed and uncoordinated. At the IAF, we support community-led approaches to enhancing peace and security for young people in Jamaica. Our grantee partner, Fight for Peace International (FFPI), provides training and technical assistance to eight community-based organizations in Kingston's inner city, strengthening their capacity to develop youth leaders, deliver violence prevention programming to young people, especially young women and girls, and coordinate programming.

CTMC

Jamaican Maroon communities—settlements established by formerly enslaved Africans—face low incomes, high unemployment, and increasing rural-urban migration that threatens their livelihoods and unique culture. At the IAF, we support community-led solutions to expand economic opportunity and promote economic inclusion among historically excluded groups. Our grantee partner, Charles Town Maroon Council (CTMC), is increasing incomes of more than 100 community members by upgrading key cultural and ecotourism sites, expanding tourism offerings, and improving marketing and management of tourism activities.

ADVANCE PAYMENT GUIDELINES

In accordance with FAR 32.404(a)(9) and 32.404(b), Part 32 does not apply to advance payments authorized by law for “transactions excluded by agency procedures under statutory authority”, and “agencies may issue their own instructions to deal with advance payment items.”

Section 305 of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 255) is the statutory authority for Part 32 of the FAR concerning contract financing for small, or disadvantaged businesses. It contains an exemption for all functions of the U.S. Government authorized by the Foreign Assistance Act of 1961 (22 U.S.C. 2393), as amended. The Inter-American Foundation was chartered under the Foreign Assistance Act, as amended in 1969 and is therefore exempt from Part 32 of the FAR regarding contract financing.

In accordance with the above statutory authority the following guidelines are established to provide advance payments as necessary to contractors under contract with the IAF:

The Contractor may request an advance payment, for a period no longer than three months, by submitting the attached form. The Contractor shall submit the request to the IAF Contracting Officer's Representative (COR) for approval. The Contractor shall be responsible for forwarding a copy of the advanced payment form to ForeignMisc@fiscal.treasury.gov, so that payment can be processed.

After payment is received, the Contractor is responsible for accounting for the use of the advanced funds. The Contractor shall submit documentation on the use of the funds and the amount of the advance remaining to the IAF COR designated in the contract. Prior to the last payment, the IAF COR will determine whether there is any outstanding balance on the advance payment. If there is a balance, it will be deducted from the final invoice of the obligated option year and receipts shall be submitted at that time.

The advance payment is restricted to certain items:

Travel expenses and other costs related to workshops, conferences, seminars, or other grantee assistance or verification visits planned by the Contractor, or required as part of the performance of the contract, are examples of items that are permissible for advance payment. Honoraria may not be included in the advance payment.

ATTACHMENT D

QUESTIONS TO BE ASKED OF PERSONS LISTED AS REFERENCES

1. How long and in what capacity have you known the contractor?
2. Has the contractor provided services for you? How would you rate the contractor's knowledge of grant administration and reporting practices, technical assistance and portfolio development experience with grassroots groups or non-governmental organizations?
3. On a scale of 1 to 5 (5 being most favorable), how would you rate the contractor's general communications and analytical skills?
4. On a scale of 1 to 5 (5 being most favorable), how would you rate the contractor's English writing and speaking skills?
5. Would you consider this contractor to be timely in performing services?
6. To what extent has the contractor demonstrated technical expertise related to grantee activities?
7. How would you rate the contractor's professional and practical experience related to promoting strategies and project activities in grassroots development projects?
8. How does the contractor perform as part of a team and/or as a team leader?
9. Does the contractor demonstrate a professional attitude in all business relationships, including with individuals or groups of various ethnicities and economic backgrounds? Does the contractor demonstrate the ability to develop trusting relationships with individuals and organizations in the grassroots area?
10. How would you rate the overall quality of customer service that this contractor has provided for you?
11. How would you best describe the contractor's professional strengths and weaknesses?

Company Name (provider of information): _____

Contractor Name (for whom you are providing information): _____

Country: Eastern Caribbean area

Attachment E – PSC Contract Articles

PSC Contract Articles

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ARTICLE 1: INTER-AMERICAN FOUNDATION (IAF) POINTS OF CONTACT

Inter-American Foundation
Attn: Managing Director of Grant-Making and Portfolio Management
1331 Pennsylvania Ave, NW, Suite 1200 North
Washington, DC 20004
www.iaf.gov

ARTICLE 2: STATEMENT OF DUTIES

The Contractor shall perform the services as specified in the following Articles and Scope of Work for the Inter-American Foundation.

ARTICLE 3: DEFINITIONS

- 3.1 "IAF" and "the Foundation" shall mean the Inter-American Foundation.
- 3.2 "Privileged" shall mean not subject to disclosure or disclosure is limited due to special circumstances.
- 3.3 "Contracting Officer" (CO) shall mean a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- 3.4 "Contracting Officer's Representative (COR)" The term means authorized representatives of the Contracting Officer acting within the limits of his authority as delegated by the Contracting Officer in writing. The COR has no rights to change the scope of this contract in any way (actually or implied). For purposes of this contract, the Foundation Representative is the "COR."
- 3.5 "Confidential Information" means any information declared by the CO or the COR as being privileged information – information that must be kept secret as directed by the CO and the COR.
- 3.6 "Local Liaison Advisory Services Contractor shall mean the individual appointed or contracted to serve to facilitate the IAF portfolio in the Host Country.
- 3.7 "Day" shall mean, unless otherwise specified, a calendar day.
- 3.8 "Government" shall mean the United States Government.
- 3.9 "Host Country Government" shall mean the government of the Host Country.
- 3.10 "Host Country" shall mean the foreign country in which the services hereunder are to be rendered.
- 3.11 "USD" shall mean United States Dollar.
- 3.12 "Compensation" shall mean salary inclusive of employee's contribution to social security and taxes.

IAF Disclosure: The Compensation amount will be determined by considering the current wage's being paid for the same or similar positions being filled in the geographical area where the work will be performed, the kind of work to be performed under the contract, the volatility of the area where the work will be performed, the cost of living for the geographical area (i.e. transportation cost, lodging, utilities, food, health care cost, educational cost), the level of demand for individuals with the

required knowledge, skills, and abilities (KSA), the KSAs of the individual filling the position, and the availability of agency funding.

- 3.13 "Total Compensation" shall mean gross salary and other benefits as defined by local labor law.

ARTICLE 4: PERIOD OF PERFORMANCE

- 4.1 The Contractor's period of performance includes a base period of 12 months followed by four 12-month options starting from the effective date of award. Option Periods are not guaranteed. The available contract periods are as follows:

Base Period	Date of Award - Month 12
Option Period I	Month 13 – Month 24
Option Period II	Month 25 – Month 36
Option Period III	Month 37 – Month 48
Option Period IV	Month 49 – Month 60

- 4.2. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months. No change to the period of performance shall be made without specific written approval of the Contracting Officer.

ARTICLE 5: PLACE OF PERFORMANCE

The Contractor's duty station is in the Host Country. IAF shall award in the base year a lump sum amount of \$3,000.00 that will be for incidentals and office supplies necessary for official use only.

ARTICLE 6: PAYMENTS UNDER PERSONAL SERVICES CONTRACTS

- 6.1 The Government shall pay the Contractor in USD for the services performed by the Contractor, as set forth in this contract, at the rates prescribed, upon the submission by the Contractor of proper invoices, or timesheets, and provided there is timely submission of all deliverables and reports to the office or officer designated and at the time provided for in this contract. Failure of the Contractor to submit required reports when due, or failure to perform or deliver required supplies, and services will result in the withholding of payments under this contract, unless such failure arises out of causes beyond the control of and without the fault or negligence of the Contractor.

Prior to final payment under this contract, the Contractor agrees to do the following:

- (a) Properly complete and submit any outstanding travel vouchers and liquidate any outstanding travel advances;
- (b) Execute and deliver to the Contracting Officer a proper Contractor's Release (See Attachment 1) discharging IAF, its officers, agents, and employees from all liability, obligations, and claims arising out of or under this contract upon final payment. The Contractor shall keep a record of all payments made by IAF for the duration of the contract.

6.2 **COMPENSATION**

- 6.2.1 **Compensation:** Compensation will be fixed and paid monthly, in accordance with local laws, in USD and shall not exceed amounts identified in the contract.

- 6.2.2 **Salary Increases:** If this contract includes Option years, the price of the Option years, or the basis on which the option price will be determined, must be stated in this contract. The Contractor may be granted annual increases and adjustments.
- 6.2.3 **Performance Award:** Based on the contractor's annual performance rating being determined either outstanding or meritorious, the Contractor may be eligible to receive an annual performance award within the not-to-exceed amount identified in the contract at the discretion of IAF in accordance with their policy.
- 6.2.4 **Severance:** Shall be paid in accordance with the applicable Local Labor Law for Employment and Labor Relations within the not-to-exceed contracted amount.

6.3 **LOCAL TAXES**

- 6.3.1 **Local Taxes:** The Contractor shall be responsible for meeting the host country's income tax and any other legal obligations associated with performance under this contract. The contractor is solely responsible for the payment of all taxes and any other charges of a public nature assessed against the contractor.

ARTICLE 7: WORK WEEK AND COMPENSATED TIME

The Contractor's workweek shall not be less than 40 hours, unless otherwise provided in this contract.

Provided that it is requested, scheduled, and approved in advance by the COR, such time worked will be compensated by time off. The LLAS Contractor shall request time off, and final approval of the request will be determined by the COR. Compensatory time off must be approved in advance by the COR.

ARTICLE 8: LEAVE AND HOLIDAY

The IAF adopts locally prevailing leave and holiday benefits for Contractors.

- 8.1 **Vacation Leave:** Provided the contract is in force for at least 90 days, the Contractor shall earn vacation leave in accordance to local labor laws in the host country. Salary payments while on annual leave will be based on 100% of all allowances normally paid each pay period. No additional funding is provided for vacation leave. The Contractor may accrue, accumulate, use and be paid when taking vacation leave.

The Contractor will be paid for unused vacation leave at the expiration of the contract at the established determined rate per day based on the current monthly base salary payment. With the written approval of the COR, the Contractor may be granted advance vacation leave not to exceed the amount he would earn in each year of the contract and not to exceed what will be earned over the life of the contract.

- 8.2 **Sick Leave:** IAF will provide Sick Leave in accordance with local labor laws and regulations. Unused sick leave may be carried over under any option period but not to subsequent contracts
- 8.3 **Leave without Pay:** Leave without pay may be granted only with prior written approval of the COR.
- 8.4 **Maternity/Paternity:** IAF will provide maternity/paternity leave in accordance with the laws of the host country.

8.5 **Holidays:** The Contractor will be entitled to the local holidays observed in the host country and select United States holidays after consultation with the COR. The COR or designee must request any work on a holiday in writing in advance. In the unlikely event that the Contractor is required to work on a holiday, the Contractor will be compensated by time off in the same manner as in Article 7 above.

ARTICLE 9: HEALTH COVERAGE

The IAF will provide funds to reimburse the Contractor for costs of health benefits consistent with the local compensation plan of the host country.

ARTICLE 10: INVOICES AND TIMESHEETS

The Contractor shall submit invoices and timesheets to the COR for time worked on a monthly basis. Payment shall be made upon approval of the invoice, timesheet, and required reports by the COR.

ARTICLE 11: REQUIRED REPORTS

The COR shall inform the Contractor of required reports and deadlines for submission of such reports.

ARTICLE 12: TRAVEL

12.1 Travel to field sites will be required. As necessary, the Contractor may be required to work under extreme environmental conditions and travel within the assigned country or in other countries by car, boat, or plane for extended periods of time. Site visits may require some physical exertion such as walking over rough surfaces and using uncomfortable modes of transportation. Travel shall be approved in advance by the COR. The Contractor shall be paid a per diem rate in lieu of subsistence for each day that the Contractor is in a travel status away from home or regular place of employment and IAF travel policy as authorized in appropriate travel authorizations; and any other transportation expenses if provided for in this contract. Funding for travel related expenses is provided separately under travel authorizations.

The Contractor shall be reimbursed in currency consistent with the prevailing practice and at the rates established by the post for authorized travel in the host country in connection with duties directly referable to work under this contract. For international travel and third country travel, with the prior approval of the COR, the Contractor shall travel under Government Travel Authorization, and will be reimbursed in the same manner and under the same regulations applicable to IAF.

In the event that the IAF requires the Contractor to travel outside of the host country in performance of the Contractor's duties under this Contract, the IAF may provide hospitalization and medical treatment to Contractor, while the Contractor is within the United States on official travel, for illnesses, injuries, or conditions that, in the judgment of the IAF, began during the Contractor's travel to the United States or so near to the beginning of such travel that the onset of the illness, injury, or condition could not have been known, and for which immediate medical treatment or hospitalization is reasonably required. At the IAF's discretion, the reasonable costs of such hospitalization and medical treatment may be paid directly by the IAF or may be covered by insurance purchased by the IAF. The Contractor shall remain personally responsible for all medical or insurance costs that the IAF in its discretion, does not cover.

12.1.1 **Relocation:** Relocation and related travel costs will not be paid for or reimbursed to the Contractor.

ARTICLE 13: PERFORMANCE APPRAISAL

13.1 This contract is subject to performance evaluation. All work shall be evaluated for effectiveness or results and compliance with the U.S. Government's and IAF's prevailing policies, regulations, directives and strategic plans, goals, and objectives.

13.2 An annual performance appraisal will occur each year the contract is in effect. Each performance evaluation will be completed by the COR and discussed with the Contractor. The Contractor may submit written comments per IAF guidance after receiving the proposed evaluation. The Contractor's comments will be considered in the issuance of the final evaluation documents. Any disagreement between the parties regarding the evaluation shall be forward to the CO who will make the final determination. A copy of the final performance evaluation will be incorporated into the contact file.

13.3 Performance Appraisal Schedule

Evaluation Period	Appraisal Type	Final Appraisal Due
XXX - XXXX		Date here
Option 1		
Option 2		
Option 3		
Option 4		

ARTICLE 14: CONTRACTOR - IAF RELATIONSHIP

14.1 The Contractor acknowledges that this contract is important in support of IAF operations and agrees that their duties shall be carried out in such a manner as to be fully commensurate with the responsibilities that this entails. Favorable relations between the IAF, the local government, and the people of the country require that the Contractor show respect for the conventions, customs, and institutions of the country and not become involved in any illegal political activity.

14.2 The Contractor shall adhere to the U.S. federal government employees' Standards of Conduct as set forth at 5 CFR 2635. The Standards of Conduct are applicable for all contractors with whom the Contractor is responsible within the terms of this contract.

14.3 If the Contractor's conduct is not in accordance with the principles of ethical conduct for U.S. Government employees, the contract may be terminated pursuant to the provision of this contract entitled 'Termination'. During the term of this contract and outside of the Contractor's work with IAF, the Contractor shall not perform any other professional activity that could pose a conflict of interest. If the Contractor has any questions about whether such a conflict exists, they shall consult with the IAF General Counsel.

- 14.4 Additionally, the Contractor shall comply with IAF policies relating to the prevention and elimination of sexual harassment, drug testing, and other U.S. administrative requirements. They may also be subject to financial disclosure reporting requirements.
- 14.5 The COR will monitor contractor performance and notify the contractor and Contracting Officer of any deficiencies. The COR is not authorized to change any of the terms and conditions of this contract. Changes may only be made by a properly written amendment to the contract signed by the Contracting Officer.
- 14.6 The Contractor will be responsible for performing their duties in accordance with the Scope of Work in this contract. The Contractor shall keep the COR informed of the progress of work under this contract.
- 14.7 The COR for this contract is indicated on the Cover Sheet. The COR will monitor contractor performance and notify the contractor and CO of any deficiencies. The COR is not authorized to change any of the terms and conditions of this contract. Changes may only be made by a properly signed written amendment to the contract signed by the CO.
- 14.8 Cooperation with the Inspector General: The contractor will report information concerning possible criminal violations, waste, fraud, abuse and corruption relating to IAF programs and operations to the Inspector General. Contractors will cooperate fully and promptly with requests by the Inspector General for information and data relating to IAF programs, including by providing or making available all requested records, reports, memoranda and other information which are in their possession and by cooperating fully and truthfully with the OIG during the course of an audit, investigation, or evaluation. Knowingly furnishing false or misleading information to an OIG representative during the course of an authorized OIG function or unreasonable refusal to answer questions or provide information or documentation reasonably related to any authorized OIG function may result in termination of this contract or other appropriate action.
- 14.9 The IAF requires that the Contractor obtain a satisfactory security clearance/certification through the U.S. Embassy within 90 days of the effective date of this contract. The certification process will be initiated and costs assumed by the IAF. If the Contractor fails to receive the appropriate clearance/certification, this contract will terminate upon notification to the IAF that the clearance/certification has been denied.

ARTICLE 15: RELEASE OF INFORMATION

All rights to data and reports produced under this contract shall become the property of the U.S. Government. All information gathered under this contract by the Contractor and all reports and recommendations hereunder shall be treated as privileged information by the Contractor and shall not, without the prior written approval of the COR, be made available to any person, party, or government, other than IAF, except as expressly provided in this contract. The Contractor shall not disclose any confidential information for the Contractor's own use or a third party's profit, which the Contractor would have gained knowledge of while working for the Foundation; and this even after expiration of the contract. All documents developed and paperwork copied by the Contractor under the terms of this contract is the sole property of the US Government. Upon expiration of this contract, the Contractor has the obligation to hand over to the Government all documents relating to IAF in their integrity and properly filed.

ARTICLE 16: INSURANCE

The Contractor may be authorized to use a Government (rental) vehicle or other vehicle in performance of work under this contract only after they have secured and maintain a valid driver's license and comprehensive automobile liability insurance coverage in the amount determined by the Contracting Officer.

The Contractor shall provide proof of insurance coverage to the contracting officer of any required insurance prior to use of a vehicle under this contract.

The IAF shall reimburse the Contractor for the cost of such required insurance coverage up to \$1000.00. The Contractor shall return to the IAF all rights and proceeds of any such automobile insurance.

ARTICLE 17: CONTRACTOR STATUS

It shall be recognized at all times that the Contractor is engaged by contract and is not an employee or official of the IAF. If, at any time during the effective period of this contract, the Contractor should be appointed to a regular position in IAF or elsewhere in the service of the U.S. Government, this contract will automatically terminate.

ARTICLE 18: COMPLIANCE WITH APPLICABLE LAWS

The Contractor agrees, during the period of service under this contract, to abide by all applicable laws and regulations of the host country. The Contractor is also responsible for fulfilling personal tax obligations to the host country. The Contractor also agrees to notify immediately the COR if the Contractor is arrested or charged with any offense during the term of this contract.

ARTICLE 19: WARRANTY AGAINST DUAL COMPENSATION

The Contractor agrees that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the IAF as wages, compensation or gifts for acting in any capacity in connection with any work contemplated or performed under or in connection with this contract.

ARTICLE 20: PUBLICITY

The Contractor shall make no publicity announcements or issue other public relations material mentioning the Contractor's connection to the IAF without the advance written concurrence of the COR.

ARTICLE 21: CONTRACTOR'S TAX AND OTHER LEGAL OBLIGATIONS

The Contractor shall be responsible for meeting the host country's income tax and any other legal obligations associated with performance under this contract. Long term US citizen PSCs: Shall receive a W-2 and federal taxes will be withheld. All non-US citizen PSCs: The contractor is solely responsible for the payment of all taxes and any other charges of a public nature assessed against the contractor.

ARTICLE 22: CORRESPONDENCE AND/OR NOTICES

Any correspondence and/or Notices regarding this contract shall be submitted in writing and delivered in person or sent by registered or regular mail or email as follows:

From the Contractor to IAF: To the COR with a copy to the CO.

From IAF to the Contractor: To the Contractor's address shown on the Cover Page to this contract. Correspondence and/or Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

ARTICLE 23: IAF TERMINATION CLAUSE

- 23.1 IAF may terminate performance of work under this contract in whole or, from time to time, in part:
- a. For cause, which may be affected immediately after establishing the facts warranting the termination, by giving written notice and a statement of reasons to the Contractor in the event the Contractor:
 - I. Commits a breach or violation of any obligations herein contained;
 - II. Commits fraud in obtaining this contract;
 - III. Is guilty as determined by IAF of misconduct in the host country.

Upon such termination, the Contractor's right to compensation shall cease when the period specified in such notice expires or the last day on which the Contractor performs services hereunder, whichever is earlier.
 - b. For the convenience of IAF, by giving not less than thirty (30) calendar days' advance written notice to the Contractor. Upon such a termination, the Contractor's right to compensation shall cease when the period specified in such notice expires except that the contractor shall be entitled to any accrued, unused vacation leave.
- 23.2 No cost of any kind incurred by the Contractor after the date such notice is delivered shall be reimbursed hereunder except as approved by the Contracting Officer. If any costs relating to the period subsequent to such date have been paid by IAF, the Contractor shall promptly refund to IAF any such prepayment as directed by the Contracting Officer.
- 23.3 The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least thirty (30) days written notice to the Contracting Officer.

INTER-AMERICAN FOUNDATION

CONTRACTOR'S RELEASE

BE IT KNOWN TO ALL BY THESE PRESENT:

In consideration of the sum of _____ (\$) lawful money of the United States of America (hereinafter called the "Government") which has already been paid (and receipt of which is hereby acknowledged) under the above mentioned contract, and upon payment of \$_____ currently outstanding, the undersigned Contractor, notwithstanding any provision of the said contract pertaining to payment or reimbursement of costs, does and by the receipt of said sum shall for itself, its successor and assigns remise, release and forever discharge the Government, its offices, agents and employees of the Government from all liabilities, obligations and claims whatsoever in law and in equity under or arising out of said contract.

IN WITNESS WHEREOF, THIS RELEASE HAS BEEN DULY EXECUTED THIS

_____ Day of month _____, 2020.

Witness:

Contractor:

Signature

Signature

Printed Name

Printed Name

Title

Title