


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER USTDA-CO2008510027	1. REQUISITION NUMBER 2008-510059/2008-51039A	PAGE 1 OF
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Tyrone Johnson		b. TELEPHONE NUMBER (No collect calls) 703-875-4357	6. SOLICITATION ISSUE DATE 9/3/2008

9. ISSUED BY US Trade and Development Agency 1000 Wilson Boulevard, Suite 1600 Arlington, Virginia 22209-3901 USA		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
--	--	------	--

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
15. DELIVER TO (Same as Block 9)		16. ADMINISTERED BY (Same as Block 9)	

14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY (Same as Block 9)
---	---------------------------------	---------------	---

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
1	Definitional Mission: Latin America and the Caribbean Region: Aerodrome Certification Program. a. 30% Postaward Kickoff Meeting: b. 70% Approval of Final Report: TINS Number: Duns Number: Period of Performance: see bloc 31c. - <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	1	LOT		

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
---------------------------------------	---

<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input 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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
--	--

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
--------------------------------------	--

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
---	------------------	--	------------------

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This contract consist of the following: a. Special Contract Requirements. b. USTDA Glossary for Final Report c. USTDA Final Report Specifications.				

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

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

33. SHIP NUMBER <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
--	--------------------	---------------------------------	--	------------------

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

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

**U. S. TRADE AND DEVELOPMENT AGENCY
CONTRACT – ATTACHMENTS**

a. Reserved

b. Payment Terms

The Contractor may invoice for up to 30% of the total Contract price upon submittal to and acceptance by USTDA of the planned itinerary, purchase of tickets, and required insurance declarations from the insurance agencies. The balance of 70% will be paid in full once USTDA has received and accepted the final report. Send Contractor's invoice to address in Block 9 of SF 1449.

c. Deliverable

Any relevant documentation shall be mailed or delivered to the U.S. Trade and Development Agency, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901

Attention: Nathan Younge

d. Invoice Submission

All vouchers/invoices shall be submitted to the U.S. Trade and Development Agency, Finance Office, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. **ENCLOSE A COPY OF FRONT PAGE OF CONTRACT OR CITE THE ORDER NUMBER IN BLOCK 4 FOR PAYMENT OF INVOICE.**

e. Contracting Officer's Authority

The Contracting Officer at USTDA, Contracting Office, is the only person authorized to approve changes or modify any of the requirements under this contract, and notwithstanding any provisions contained elsewhere in this contract.

In the event the contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

If the Contractor believes technical direction given involves a change in contractual requirements, the Contracting Officer shall be notified immediately. Such redirection or modification of contract terms will be accomplished by the issuance of change orders or supplemental agreements signed by the Contracting Officer.

DM SCOPE OF WORK

SCOPE OF WORK

“DEFINITIONAL MISSION” FOR ADVISORY AND ASSISTANCE SERVICES BY NON-GOVERNMENTAL SOURCES FOR REGIONAL LATIN AMERICAN AND THE CARIBBEAN

PROJECT TITLE: REGIONAL LAC: AERODROME CERTIFICATION PROGRAM

1 SCOPE OF WORK

The U.S. Trade and Development Agency (“USTDA”) requires services under this non-personal services Contract to support or improve its decision-making relative to the funding of projects and activities in developing and middle income countries. The Contractor shall:

- Meet with Regional Director Younge and the USTDA Evaluations team to discuss DM objectives and ways to measure the development impact of any activities recommended to USTDA;
- Meet with the Federal Aviation Administration’s Western Hemisphere Office;
- Travel to the Caribbean to meet with CASSOS officials;
- Travel to Suriname to evaluate the feasibility of an aerodrome certification program;
- Travel to Barbados to evaluate the feasibility of a Fire Safety and Rescue Training Center;
- Confirm CASSOS’ commitment and capacity to implement any recommended activities and examine their ability to share costs;
- Assess the realistic potential for U.S. exports and foreign competition;
- Contact U.S. equipment and service providers to determine interest and potential exports;
- Evaluate the potential environmental impact and impact on U.S. labor;
- Conduct a preliminary development impact review of any recommended activities using USTDA development measures;
- Evaluate any recommended activities in terms of measureable outcomes;
- Prioritize any activities recommended for USTDA funding and define a strategy for USTDA assistance;
- Develop Terms of Reference, budgets, and work schedules in collaboration with CASSOS;
- Make funding recommendations to USTDA and issue a final report that provides complete and accurate project assessments, including Terms of Reference (TOR) that define, at a minimum, the purpose and objective of the recommended study, key deliverables and milestones, and any required technical, financial, and other analyses;
- Provide a Final Report to USTDA, which will:
 - 1.1 assess and justify whether or not USTDA should provide funding for the proposed study, technical assistance, or other trade capacity building activity(ies), herein after referred to as “study(ies)” (project profiles and background information are provided in Annex VII);
 - 1.2 assess any alternative study(ies) or activities which the Contractor sees as viable options for USTDA consideration;
 - 1.3 demonstrate meaningful discussions with current and previous host country Project Sponsors/Grantees to evaluate the status of

implementation for USTDA projects that are sector-relevant to the Definitional Mission;

- 1.4 develop terms of reference and budgets for all study(ies) recommended for funding consideration; and
- 1.5 provide supporting analysis and recommendations on the above information and all the relevant issues.

The Contractor shall submit all deliverables under this Contract to the Contracting Officer's Technical Representative (COTR) on or about **December 1st, 2008**. The Period of Performance for this Contract shall be one year from the date of the Contracting Officer's signature on the Contract.

2 DELIVERY & PERFORMANCE REQUIREMENTS

2.1 KICK-OFF MEETING WITH THE USTDA PROGRAM OFFICE

Upon award, the Contractor shall contact USTDA's COTR to schedule a meeting to discuss details of the Contract assignment. These discussions shall include USTDA's Evaluations Department in connection to Scope of Work Sections 1.5, 3.7, 3.12.7, and 3.15. Unless otherwise advised by the COTR, this meeting will be held at USTDA's office in Arlington, Virginia. The COTR shall provide the Contractor with names and addresses of the Project Sponsor(s), other pertinent entities to contact in the United States and overseas, and any other relevant details that may impact upon the design and/or evaluation of the proposed study(ies).

2.2 PRE-VISIT REPORT (3-5 PAGES)

Prior to departure to the host country, the Contractor shall provide the COTR a pre-visit written report containing the proposed schedule or itinerary, preliminary strategies or findings on viability of the project(s), financing options, U.S. company interest in the project(s), a list of contacts to be made during the visit and a pre-visit checklist of issues, information and questions to be utilized during the visit.

2.3 USTDA RESPONSIBILITY

USTDA will advise the U.S. Embassy in the host country of the Contractor's proposed travel itinerary prior to departure and request that the Commercial Section of the Embassy provide the Contractor with names and addresses of appropriate host country officials with whom to meet.

2.4 CONTRACTOR'S HOST COUNTRY TRAVEL

The Contractor shall travel to the host country to meet with relevant project officials and with the U.S. Embassy. The Contractor shall contact the Commercial Section at the U.S. Embassy upon arrival and prior to departure for briefing and debriefing meetings. While the Embassy may be able to assist the Contractor in arranging some initial meetings with host country officials, the Contractor is responsible for arranging the meetings as well as logistics for the visit, i.e., hotel accommodations, transportation, and interpretation services. In some cases,

the Contractor may need to contract with a local entity to assist with these logistics. Local entities may not provide the technical work of substance for the creation of the DM report.

2.5 CONTRACTOR MEANINGFUL DISCUSSIONS

The Contractor shall hold meaningful discussions with appropriate contacts to determine and gauge the interest of potential project financiers and potential U.S. suppliers and assess whether the proposed project(s) is economically, financially, and technically viable. The Contractor shall analyze the potential procurement of U.S. goods and services for project implementation by categories and dollar values. The analysis shall include an assessment of the project risks and its financial viability, the priority of the project and political/social/organizational support it has, potential sources of financing, and the capability and experience of the Project Sponsor. The analysis shall also include an assessment of the social and economic development impacts of the proposed project.

2.6 USTDA REPORT OBJECTIVES

If the Contractor recommends that USTDA fund the study(ies) in a phased approach, and/or if any outstanding issues should be resolved or conditions met before funding is approved, those phases, issues and/or conditions should be clearly explained in the recommendation.

2.6.1 The Contractor shall provide a Final Report to the USTDA, which will:

2.6.1.1 assess and justify whether or not USTDA should provide funding for a study of the proposed project(s);

2.6.1.2 assess any alternative or other activities which the Contractor sees as viable options for USTDA consideration; and

2.6.1.3 provide recommendations on the above information in a Final Report that analyzes all relevant issues.

2.6.2 Contractor recommendations shall be based upon USTDA funding criteria, which are that the project must:

2.6.2.1 be likely to receive implementation financing, and in addition, have a procurement process that provides “equal access” to U.S. firms;

2.6.2.2 represent an opportunity for sales of U.S. goods and services that is many times greater than the initial investment of USTDA assistance;

2.6.2.3 be a development priority of the Project Sponsor and country where the project is located and have the endorsement of the U.S. Embassy in that nation; and

2.6.2.4 involve U.S. companies that are facing market entry problems and/or strong competition from foreign companies, which often receive subsidies, and other support from their governments.

3 DEFINITIONAL MISSION FINAL REPORT

3.1 EXECUTIVE SUMMARY (1-2 PAGES)

The Contractor shall submit an executive summary of the report's findings and recommendations.

3.2 PROJECT DESCRIPTION (3-5 PAGES)

The Contractor shall submit a description and history of the project, including, among other things, host country and/or other Project Sponsors, sector, project location, source of raw materials, infrastructure requirements, proposed technological approach, legal and regulatory framework (licenses, permits, etc.), implementation schedule, economic fundamentals (estimated capital cost, operating costs, expected revenues, etc), and any other key variables or issues that the Contractor deems critical as part of a thorough activity/project evaluation.

3.3 PROJECT SPONSOR'S CAPABILITIES AND COMMITMENT (1-2 PAGES)

The Contractor shall submit a description of the host country Project Sponsor(s) business/government operations or authority and an assessment of the Project Sponsor's commitment and ability to implement the project. This should include a description of the Project Sponsor's previous commitments, responsiveness, business activities, and government mandate.

3.4 IMPLEMENTATION FINANCING (2-4 PAGES)

The Contractor shall submit a review of the financing options for project implementation, including an assessment of the overall cost estimate of the project and, for projects involving potential U.S. equity investment, the project's proposed debt-equity structure to ensure that it corresponds to the requirements of the prospective lenders (this aspect is critical to USTDA's decision making). As part of this review, the Contractor is required to contact officials from the potential financing institutions, including, where appropriate, multilateral lending institutions, Ex-Im Bank, OPIC, and private/commercial sources, to assure that the Project Sponsors have adequately explored their financing options. The Contractor shall provide names and phone numbers of contacts at the potential lending institutions and summarize their comments. The Contractor must determine the most likely source(s) of implementation financing and ensure that the terms of reference for any proposed study fulfill the requirements of the most likely source(s), or suggest appropriate revisions to ensure that they do.

3.5 U.S. EXPORT POTENTIAL (1-2 PAGES)

The Contractor shall submit a best estimate of potential procurement of U.S. goods and services for project implementation. This estimate should be supported by a breakdown by category and dollar value of goods and services likely to be imported for the project and an illustrative list of potential U.S. suppliers of the goods and services for those goods and services listed as likely U.S. exports. A report of discussions with a reasonable number of U.S. companies that could be exporters, and their level of interest in the project, should also be included.

3.6 FOREIGN COMPETITION AND MARKET ENTRY ISSUES (1-2 PAGES)

The Contractor shall discuss the foreign competition for goods and services likely to be procured for project implementation by category, including a discussion of U.S. industry competitiveness in each category, taking into account geographic factors, local industry capabilities, technology and licensee issues, past procurement tendencies of the Project Sponsor, and how the procurement is likely to be conducted. Where relevant, the Contractor shall discuss the extent to which market entry issues impede trade and how the project will help overcome these obstacles.

3.7 DEVELOPMENTAL IMPACT (2-3 PAGES)

The Contractor shall submit an assessment of the development impact of the project(s) on the host country. In this section, the Contractor shall discuss two aspects of "developmental impact".

- 3.7.1 Primary Developmental Benefits** - The Contractor shall discuss the most important benefits that the project(s) will provide to the host country. Items of primary interest to USTDA include: Infrastructure (including any positive environmental impacts); Human Capacity Building (including jobs and training); Technology Transfer and Productivity Improvements; and Market-Oriented Reforms. Other host country economic development benefits such as financial revenue enhancements, increased good governance and others should

also be mentioned where appropriate (For more detail see the Guidance on USTDA Development Impact Measures in Annex VI below).

- 3.7.2 Alternatives** – Are there competing ways to achieve host country objectives? At the Definitional Mission stage, it will not be possible to address these questions definitively, but the DM Contractor, at a minimum, shall define and comment on the broad alternatives available to the host country Project Sponsor.

3.8 IMPACT ON THE ENVIRONMENT (1-2 PAGES)

The Contractor shall submit a statement regarding the likely consequences the proposed project(s) may have on the environment and ensure that the terms of reference for the study include, at a minimum, a preliminary review of the project's impact on the environment, with reference to local environmental requirements and those of potential lending agencies. The study should identify potential negative impacts and discuss the extent to which they can be minimized.

3.9 IMPACT ON U.S. LABOR (1-2 PAGES)

The Contractor shall submit an assessment of the impact of the project(s) on U.S. labor, addressing the legislative prohibitions on the use of Foreign Assistance Funds described in Annex I.

3.10 QUALIFICATIONS (1-2 PAGES)

The Contractor shall submit the study team qualifications required to conduct the study(ies) and the evaluation criteria to be used by the Project Sponsor in cases of competed study(ies).

3.11 JUSTIFICATION (1-2 PAGES)

The Contractor shall provide an explanation of why USTDA's grant funding is needed, including a description of how the project(s) would support U.S. government policy priorities and promote trade, how USTDA's participation would add value to the project's development, and how the success of each project would be measured in terms of trade capacity and development impact.

3.12 TERMS OF REFERENCE (1-5 Pages)

The DM Contractor shall provide Terms of Reference (TOR) for the study(ies). The TOR, which must be endorsed by the Project Sponsor, shall include, at a minimum, the following:

- 3.12.1 Purpose and objective of the study.** This section should contain a concise statement.
- 3.12.2 A technical assessment.** This section should include relevant background information that is pertinent to the technology selection.
- 3.12.3 An economic analysis of the project.** This section will usually include a cash flow analysis, attention to market conditions, raw material availability, supply

agreements, off-take agreements, and competing alternative methods of achieving the same or similar project objectives.

3.12.4 A financial analysis of the project. This section should consider the availability of equity and debt financing as well as the views of potential public and private financing organizations, such as the World Bank, relevant regional multilateral development bank(s), Ex-Im and OPIC.

3.12.5 An appropriate environmental analysis of the project. A preliminary review of the project's anticipated impact on the environment with reference to local requirements and those of multilateral lending agencies (such as the World Bank). This review would identify potential negative impacts, discuss the extent to which they can be mitigated, and develop plans for a full environmental impact assessment if and when the project moves forward to the implementation stage. This includes the identification of steps that will need to be undertaken by the Project Sponsor subsequent to the study's completion and prior to project implementation.

3.12.6 A review of regulatory issues related to the project. This should include a discussion of any regulations that would impact the project's viability or prognosis to move forward.

3.12.7 An analysis of key host country development impacts. (Infrastructure, Human Capacity Building, Technology Transfer and Productivity Improvement and/or Market-Oriented Reform). These Development Impact factors are intended to provide the project's decision-makers and interested parties with a broader view of the project's potential effects on the Host Country.

The analysis shall focus on what Development Impact is likely if the project is implemented according to the study recommendations. While specific focus shall be paid to the immediate impact of the project, analysis shall include any additional developmental benefits that may result from the project's implementation, including spin-off and demonstration effects.

Accordingly, the analysis shall be an assessment of each of the following categories with respect to the project's potential Development Impact:

(1) Infrastructure: Provide a statement on the infrastructure impact, giving a brief synopsis. For example, "The project would result in the construction of a power plant that would provide 500MW of power. This plant would serve ___ [number] additional households in ___ [area]."

(2) Market- Oriented Reform: Provide a description of any regulation, laws, or institutional changes that are recommended and the effect they would have if implemented.

(3) Human Capacity Building: Assess the number and type of local positions that would be needed to construct and operate the proposed project, as well as the number of local people who would receive training; describe such potential training program.

(4) Technology Transfer and Productivity Enhancement: Provide a description of any advanced technologies that would be utilized as a result of the project. A description of any efficiency that would be gained (e.g. "By upgrading the power plant's old boilers, efficiency will be increased from x% to y%").

(5) Other: Describe any other developmental impacts or benefits that would result from the project, for example, follow-on or replication projects, safer workplace, increased good governance or improved financial revenue flows to the Host Country.

For specific information regarding USTDA's Development Impact goals and measures, please contact the COTR at USTDA, or see the Guidance on USTDA Development Impact Measures in Annex VI below.

3.12.8 U.S. sources of supply. While aiming at optimum specifications and characteristics for the project, there shall be an assessment of the availability of potential U.S. sources of supply. Business name, point of contact, address, telephone, e-mail, and fax numbers shall be included for each source.

3.12.9 An implementation plan. (anticipated next steps necessary to implement the project), and

3.12.10 Final Report. The FS/TA Contractor shall prepare and provide to the Grantee and to USTDA a Final Report in accordance with Clause ___ of Annex II of the Grant Agreement. Each of the above tasks in this Terms of Reference must be distinctly set forth in the Final Report in a substantive and comprehensive manner, and shall include all corresponding deliverables. The Final Report shall contain an executive summary. In addition to any other required deliverables in accordance with Clause ____ of Annex II of the Grant Agreement, the Contractor shall provide both the Grantee and USTDA with a Public Version of the Final Report on CD-ROM. The CD-ROM version of the Final Report shall include:

- Adobe Acrobat readable copies of all documents;
- Source files for all drawings in AutoCAD or Visio format; and
- Source files for all documents in MS Office 2000 or later formats (note: these files may be provided in equivalent readable formats).

The TOR must be designed to meet the requirements of the most likely source(s) of implementation financing. The requirements of some of the potential financing sources may be found at the following web sites:

www.opic.gov/finance.home.html

www.exim.gov/tools.index.html

www.ifc.org/proserv

www.adb.org/PrivateSector/finance/default.asp

www.ebrd.com/applyindex.html

www.iadb.org

www.afdb.org/opportunities/business_generic_proc_notices_country.htm

3.13 STUDY BUDGET (2-3 PAGES)

3.13.1 Study Budget Format

The DM Contractor shall provide a detailed budget that is divided into three parts: a line item budget and task breakdown (Annex III), a Task Completion Schedule (Annex IV), and a budget narrative (Annex V). All costs in the budget should be reasonable and allocable to the work being performed, and should support the study TOR. The budget should be supported with sufficient detail to enable USTDA staff or others reviewing the material to understand completely, not only the budgeted amounts, but also the methodology that justifies the budget amounts. The budget should be provided in accordance with the format in Annex III and should include:

- Labor, budgeted by position title and task for each of the positions on the study team. Positions should be identifiable, with descriptions of the positions and proposed team members included in the proposal. Person-Days should reflect the proposed number of days of work effort proposed for each position for each task. The labor cost shall be derived as set forth in Annex III. The proposed budget may not include fee or profit.
- Itemization for per diem, transportation, communications, purchased services/contracts, translation of Final Report, and other direct costs. Per diem must be based on U.S. Government rates, which are available on the State Department web site (<http://www.state.gov/m/a/als/prdm/>).

The Task Completion Schedule should list each major task to be performed in support of the study TOR. The duration of each task is to be graphically presented in a bar chart as illustrated in Annex IV.

The budget narrative should provide a detailed budget explanation and justification presenting how all costs have been derived in accordance with the sample provided in Annex V. The narrative must include an explanation for every line item. In general, each narrative statement should describe, in as much detail as possible:

- What the specific item is
- How the specific item relates to the project
- How the amount shown in the budget was arithmetically determined

3.14 RECOMMENDATIONS (1-2 PAGES)

The Contractor shall provide recommendations as to:

3.14.1 whether or not the project meets USTDA's basic funding criteria;

3.14.2 the appropriate TOR for the proposed study;

3.14.3 the appropriate budget for the proposed study; and

3.14.4 if the recommendation is that USTDA should fund the study, but in a phased approach or only if certain outstanding issues are resolved or conditions met, those phases or conditions should be delineated clearly in the recommendation.

3.15 PROJECT PORTFOLIO ASSESSMENT (1-2 PAGES)

In accordance with Section 1.5 of the Scope of Work, the Contractor shall describe any meaningful discussions with current and previous host country Project Sponsors for projects that were profiled during the kick-off meeting with USTDA's program office. The Contractor shall report on the status of implementation for each project, any realized or anticipated U.S. exports and developmental impact, and any other measurable success or relevant information.

3.16 CONTACTS

The Contractor shall submit a list of individuals contacted during the DM, with their addresses, phone and fax numbers, e-mail addresses, and summary of key comments that support the Contractor's recommendations. The list shall be submitted in Excel format according to the specifications outlined in Annex VIII below.

4 CONTRACTOR INTERIM STATUS REPORTING AND DELIVERABLES

The Contractor shall provide verbal updates to the COTR when necessary. The deliverables may also take the form of information, advice, opinions, alternatives, analyses, evaluations, recommendations, interim and Final Reports, or other oral or written work products needed for successful performance.

5 CONTRACTOR -- DEFINITIONAL MISSION REPORTS

The Contractor shall prepare a report to USTDA that addresses all the issues in the Definitional Mission requirements as outlined in Section 3.1 through 3.16. Since this report will be available for public distribution, any sensitive or business proprietary information shall be included in a separate confidential attachment to the report.

5.1 REPORT DRAFT -- COTR APPROVAL

The Contractor shall provide the report in draft form to USTDA for COTR review within ten (10) working days after completion of the overseas visit. The report should be clearly marked "Draft" on the cover.

5.2 REVISED REPORT DRAFT – COTR APPROVAL

Within five (5) working days after receiving the COTR's comments on the draft report, the Contractor shall submit a revised copy for COTR review. The Contractor shall revise the report as necessary until securing final COTR approval.

5.3 FINAL REPORT – COTR APPROVAL

The Final Report shall incorporate all mutually agreed upon material and revisions. The report shall include any supporting documentation. It shall be grammatically and factually correct in all respects, internally consistent, and all statements and tables shall be clear and easily understood by a competent reader, and contain no typographical errors. Upon notification from the COTR that the report is considered acceptable, the Contractor shall submit four (4) copies, plus one (1) unbound original to USTDA. All reports must be paginated and submitted in Microsoft Word on CD-ROM. The Contractor shall also submit the report to the COTR as an e-mail attachment, and also in Microsoft Word format.

Annex I

IMPACT ON U.S. LABOR STATEMENT

The Foreign Operations, Export Financing and Related Programs Appropriations legislation restricts U.S. foreign assistance from being used to provide: (a) any financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside the United States; (b) assistance for any project or activity that contributes to the violation of internationally recognized workers rights; and (c) direct assistance for establishing or expanding production of any commodity for export by any country other than the United States, if the commodity is likely to be in surplus on world markets at the time the resulting productive capacity is expected to become operative and if the assistance will cause substantial injury to United States producers of the same, similar, or competing commodity.

Annex II

USTDA Nationality Requirements

The purpose of USTDA's nationality, source, and origin requirements is to assure the maximum practicable participation of American contractors, technology, equipment and materials in the pre-feasibility, feasibility, and implementation stages of a project.

The **Definitional Mission** rule is as follows: Award is limited to U.S. firms or U.S. individuals. Contractor and U.S. subcontractor employees used shall be either U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the United States. Contractor use of subcontractors is limited to less than fifty percent of the proposed price. International transportation and insurance must have their nationality, source and origin in the United States. Local lodging, food, and transportation in the host country are not subject to this restriction.

Nationality:

Definitions

A "U.S. individual" is (a) a U.S. citizen, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the United States (a green card holder).

A "U.S. consultant" is (a) a U.S. citizen whose principal place of business is in the United States, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the United States (a green card holder) whose principal place of business is in the United States.

A "U.S. firm" is a privately owned firm which is incorporated in the United States, with its principal place of business in the United States, and which is either (a) more than 50% owned by U.S. individuals, or (b) has been incorporated in the United States for the last three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the United States; and has the existing capability in the United States to perform the work in question.

A partnership, organized in the United States with its principal place of business in the United States, may also qualify as a "U.S. firm," as would a joint venture organized or incorporated in the United States consisting entirely of U.S. firms and/or U.S. individuals.

A nonprofit organization, such as an educational institution, foundation, or association may also qualify as a "U.S. firm" if it is incorporated in the United States and managed by a governing body, a majority of whose members are U.S. individuals.

Annex III

Required Budget Format

DIRECT LABOR COSTS:

<u>TOR Task</u>	<u>TOR Task Name</u>	<u>Primary Contractor (Employee) Labor</u>		
		<u>Total Person Days</u>	<u>x Daily Rate*</u>	<u>= TOTAL COST</u>
I	Task _____	(Position A)	_____	_____
		(Position B)	_____	_____
TOTALS:		_____	_____	_____

<u>TOR Task</u>	<u>TOR Task Name</u>	<u>Non-Employee Labor</u>		
		<u>Total Person Days</u>	<u>x Daily Rate **</u>	<u>= TOTAL COST</u>
I	Task _____	(Position A)	_____	_____
		(Position B)	_____	_____
TOTALS:		_____	_____	_____

TOTAL DIRECT LABOR COSTS: _____

OTHER DIRECT COSTS:

<u>Purchased Services/Contracts***</u>	<u>Tasks</u>	<u>TOTAL COST</u>
_____	_____	_____
_____	_____	_____

<u>Travel</u>	<u>Trips</u>	<u>Trip Cost</u>	<u>TOTAL COST</u>
International Air Travel	_____	_____	_____
In Country Air Travel	_____	_____	_____
Ground Transportation	_____	_____	_____

	<u>Trip Days</u>	<u>Per Diem Rate</u>	<u>TOTAL COST</u>
Per Diem	_____	_____	_____
Other (local travel, etc.)	_____	_____	_____
Interpreters	_____	_____	_____

<u>Other</u>	<u>TOTAL COST</u>
Reproduction and Binding	_____
Courier Services	_____
Visa Services	_____
Communication	_____

TOTAL OTHER DIRECT COSTS: _____

TOTAL COSTS (DIRECT LABOR COSTS + OTHER DIRECT COSTS): _____

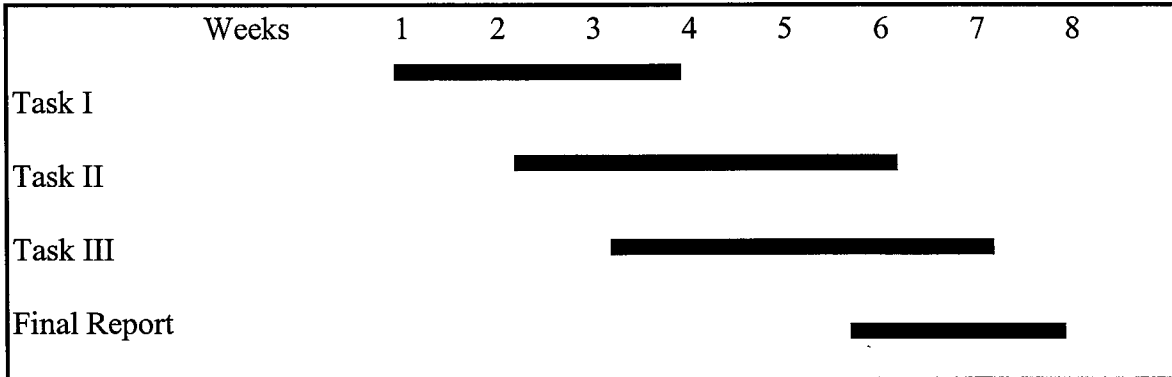
TOTAL U.S. COMPANY COST SHARE: _____

PROPOSED USFDA GRANT: _____

- * Primary Contractor (Employee) Labor Costs = Salary + Overhead + Benefits (no fee or profit).
- ** Non-Employee Labor Cost = Salary + Overhead + Benefits + Reasonable Fee or Profit.
- *** Purchased Services/ Contracts may include engineering drawings, lab work, surveys, translation, etc., which would not be included in Non-Employee Labor Cost above.

Annex IV

Task Completion Schedule



Instructions

List each major task to be performed. The duration of each task is to be graphically represented. For example, in the illustrative schedule, Task 1 is to begin in Week 1 and end in Week 4. Preparation of the Final Report begins in Week 6 and is completed in Week 8.

Annex V

BUDGET NARRATIVE REQUIREMENTS

DIRECT COSTS

Direct Labor - Only salaries and wages for employees of the proposing organization should be identified here. Provide the job title; the names of the individuals, if known; the experience and training that describes the individual's capabilities for the project and supports the proposed daily rate; and an explanation of how the individual will support the Terms of Reference. For each, provide the mathematics for how the loaded rate was developed.

Examples:

Project Manager/Senior Engineer – This individual will provide necessary guidance and support to the project to ensure successful completion of the System Design and oversee the completion of the Terms of Reference. The proposed individual has 15 years experience managing telecommunications projects. It is estimated that 130 days will be required at a daily rate of \$1455. The rate was calculated with a base salary of \$776 a day and includes a fringe benefit rate of 25% and an overhead rate of 50%.

Junior Engineer – This individual will work with the Senior Engineer to develop the system design and provide documentation for the feasibility study. It is estimated that 75 days will be required at a daily rate of \$728 a day. The rate was calculated with a base salary of \$388 a day and includes a fringe benefit rate of 25% and an overhead rate of 50%.

Other Direct Labor – Consultants and other Non-Employee Labor should be identified here. Provide the job title; names of the individuals, if known; primary organization affiliation, if applicable; experience and training that describes the individual's capabilities for the project and supports the proposed daily rate; and a justification of how the individual will support the Terms of Reference. For each, provide the mathematics for how the loaded rate was developed.

Example:

Independent Consultant – This individual will develop questionnaires and surveys to gather data from local participants and officials for the marketing plan. The individual will have experience developing and administering questionnaires and knowledge of the host country. It is estimated that 30 days will be required at a daily rate of \$577 a day. The rate was calculated with a base salary of \$300 a day and includes a fringe benefit rate of 30% and an overhead rate of 45%. A small profit/fee may be added, if justified.

OTHER DIRECT COSTS

Purchased Services/Contracts –

For each purchased service or contract, include a clear description of the work to be performed as it relates to the Terms of Reference and a separate detailed budget for each. If the contractor or vendor is known, provide a basis for selection.

Examples:

Translation Services – A translation service provider will be hired to translate the final report. It is estimated that 1000 pages will be translated at \$1.00 a page. The budget estimate is based on actual costs to translate similar documents in the past.

ABC Marketing, Inc. – This contractor was selected because they have 10 years experience developing marketing plans with significant experience in the host country. ABC Marketing will develop the marketing plan utilizing the data collected from questionnaires and surveys. Attached is ABC Marketing's detailed budget of \$15,324.

Domestic and Foreign Travel

Include the destination and its relationship to the project and the Terms of Reference. Itemized costs must be included for each trip.

Examples:

The Project Manager/Senior Engineer and the Junior Engineer will travel to the host country for the Kick-Off Meeting and two subsequent trips for System Design Work. The Independent Consultant will travel to the host country for the Kick-Off Meeting and two subsequent trips for collection of data for the Marketing Plan.

One Kick-Off Meeting to be attended by the Project Manager/Senior Engineer, Junior Engineer, and Independent Consultant

Roundtrip Airfare (Economy Class): \$2,973/per Trip X 3 People = \$8,919

Per Diem: \$182 X 10 days X 3 People = \$5,460

Local Transportation: \$250/trip X 9 Trips = \$2,250

Transportation to/from Airport: \$100/Trip X 4 Trips = \$400

Two System Design Trips (10 days each) for the Project Manager/Senior Engineer and Junior Engineer

Roundtrip Airfare (Economy Class): \$2,973 X 2 Trips X 2 People = \$11,892

Per Diem: \$182 X 2 Trips X 10 days X 2 people = \$7,280

Local Transportation: \$250/trip X 18 Trips = \$4,500

Transportation to/from Airport: \$100/trip X 4 trips = \$400

Two Data Gathering Trips for the Marketing Plan (10 days each) for the Project Manager/Senior Engineer and Independent Consultant

Roundtrip Airfare (Economy Class): \$2,973 X 2 Trips X 2 People = \$11,892

Per Diem: \$182 X 2 Trips X 10 days X 2 people = \$7,280

Local Transportation: \$250/trip X 18 Trips = \$4,500

Transportation to/from Airport: \$100/trip X 4 trips = \$400

Other Expenses

Other expenses may include such items as reproduction, publishing costs, and telephone calls. Provide a detailed explanation for each as to how it relates to the Terms of Reference and include calculations on how the numbers have been derived.

Example:

Reproduction of the Final Report – Eight copies of the Final Report will be reproduced and bound in accordance with the Final Report specifications provided by USTDA.

Reproduction: 1000 Pages X \$.10/per Copy X 8 Copies = \$800

Binding and Final Report Specifications: \$20/per Copy X 8 Copies = \$160

Annex VI

Guidance on USTDA Development Impact Measures

USTDA has a dual mission of promoting US exports and advancing economic development in the host country. USTDA would like to re-emphasize the Agency's developmental mandate. Toward this goal, the Agency is collecting more detailed information regarding the impact of its activities on the economic development of the host country.

What does USTDA mean by Development Impact?

USTDA's activities impact host country economic development in a variety of ways. There are four primary categories that are tracked and measured. However, the Agency recognizes that there are additional ways that activities can benefit the host country. Therefore, study contractors are encouraged to address any significant benefits.

Category	Explanation
Infrastructure	USTDA funds feasibility studies of and technical assistance for many critically important infrastructure projects such as power plants, roads, ports, airports, telecommunications systems, water and sewerage systems or environmental improvements or enhancements, as well as projects such as refineries and manufacturing plants. Implementation of these projects contributes to the improvement and security of the physical, financial and social infrastructure of the developing world.
Market-Oriented Reform	Many USTDA activities have as a primary objective the facilitation of market-oriented reforms in developing countries. These reforms include encouraging more transparent regulatory systems and institutions, privatization of state-owned economic entities, promotion of greater competition in non-competitive economic sectors, lowering of non-tariff barriers to trade, strengthening of intellectual property rights and modernizing international trade systems and regulations.
Human Capacity Building	When implemented, the Agency's projects often create new job opportunities, sustain employment for those in jeopardy of losing jobs and/or offer advanced training to upgrade the capability of the work force. USTDA considers a project to have Human Capacity Building impact if ten or more jobs are created and/or ten or more people receive significant training.
Technology Transfer and Productivity Improvement	The Agency's projects result in the introduction of advanced technologies (e.g. management information systems or process technologies) or licenses that improve processes and/or systems, resulting in greater economic productivity or more efficient use of resources.
Other	Other development benefits not captured by the above four categories - examples include enhanced government revenue, increased good governance or spin-off projects.

How Should the TOR of the FS/TA Address Development Impact?

The TOR should include a task that assesses the expected development benefits of the proposed project. For example:

The FS/TA Contractor shall report on the potential Development Impact of the project in the host country. In this section, the FS/TA Contractor should focus on what the economic development outcomes will be if the project is implemented according to the study recommendations. While specific focus should be paid to the immediate impact of the specific project that is being considered, the FS/TA contractor should include, where appropriate, any additional developmental benefits to the project, including spin-off and demonstration effects. The analysis of potential benefits of the feasibility study contractor should be as concrete and detailed as possible. The Development Impact factors are intended to provide the project's decision-makers and interested parties with a broader view of the project's potential effects on the host country. The FS/TA contractor will provide estimates of the project's potential benefits in the following areas:

- **Infrastructure:** a statement on the infrastructure impact giving a brief synopsis. For example "This project would result in the construction of a power plant that would provide 500MW of power. This plant would serve x additional households in the region."
- **Market-Oriented Reform:** a description of any regulation, laws, or institutional changes that are recommended and the effect they would have if implemented.
- **Human Capacity Building:** The Contractor should address the number and type of positions that would be needed to construct and operate the proposed project as well as the number of people who will receive training and a brief description of the training program.
- **Technology Transfer and Productivity Enhancement:** a description of any advanced technologies that will be implemented as a result of the project. A description of any efficiency that will be gained (e.g. "By upgrading the power plant's old boilers, efficiency will be increased from x% to y%).
- **Other:** any other developmental benefits to the project, including any spin-off or demonstration effects.

How Will This Affect the Final Report For the FS or TA?

- A section in the Final Report will be devoted to the projected host country Development Impact of the FS or TA recommendations if they are implemented. The section should focus primarily on the key issues mentioned above (infrastructure and industrialization, human capacity building, technology transfer and productivity, and market oriented reform). Other host country development impacts (e.g. improved financial revenue flows to host government etc.) can be mentioned where appropriate. The discussion should be as detailed and concrete as possible, and the contractor may provide estimates in ranges as appropriate.

Annex VII

PROJECT PROFILES / BACKGROUND INFORMATION

- Project #1: Regional Caribbean Aerodrome Certification Program
Project Sponsor: Caribbean Aviation Safety and Security Oversight System (CASSOS)
- Project #2: Regional Fire Safety and Rescue Training Center
Project Sponsor: Caribbean Aviation Safety and Security Oversight System (CASSOS)

Project Description

The Caribbean Aviation Safety and Security Oversight System (CASSOS) was established in July 2008 as an institution of CARICOM. CASSOS membership includes the governments of Barbados, Guyana, Saint Lucia, Suriname and Trinidad and Tobago.

As an institution, CASSOS formalizes arrangements for coordinating the exchange of technical aviation expertise; the harmonization of training, licensing, certification and inspection procedures; and the dissemination of technical support to the participating States. This sectoral coordination enables the member states to achieve and maintain full compliance with international safety and security standards in keeping with their obligations as contracting States to the Convention on International Civil Aviation (Chicago Convention, 1944). The regional approach is consistent with the global strategy promoted by ICAO and the US Federal Aviation Administration (FAA) to address safety and security oversight issues in contracting States.

The next required step in the U.S. - CASSOS cooperation is to develop the organization's ability to comply with 18 International Civil Aviation Organization (ICAO) safety and regulatory Annexes. The most pressing issue is that there are currently no aerodromes in the Caribbean basin that fully comply with ICAO standards. Article 15 of the Convention on International Civil Aviation requires that all aerodromes open to public use under the jurisdiction of a Contracting State provide uniform conditions for the aircraft of all other Contracting States. Furthermore, Articles 28 and 27 oblige each State to provide, in its territory, airports and other air navigation facilities and services in accordance with the Standards and Recommended Practices developed by the ICAO. The FAA believes that there are two effective avenues to achieving these objectives: establishing a safety oversight mechanism or implementing an aerodrome certification procedure.

This Definitional Mission will explore funding for technical assistance to certify the aerodrome program of one member state. The FAA believes that through certification of one member state, CASSOS will be able to share lessons learned and technical expertise to non-certified member states. The FAA suggests that Suriname is ideal candidate for the certification.

The Definitional Mission will also explore the funding for a regional fire safety and rescue center in one member state. Establishing a regional training center will facilitate more cost effective and frequent fire safety and rescue training for all Caribbean countries. The FAA suggests that Barbados is an ideal candidate for the regional fire safety and rescue center.

Annex VIII

Firm / Organization	Contact Person (First Name)	Contact Person (Last Name)	Contact Person (Title)	Address 1	Address 2	City	Zip	Country	Phone Number	Fax Number	E-mail Address	Date(s) of Contact	Comments/Quotes
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													

52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in 12.301(b)(2), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2007)

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“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.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

“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.

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

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

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“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) *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 a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(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 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(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, for general statistical purposes, 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.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *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.

(7) *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: _____

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees);

or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a 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 the HUBZone small business concern or concerns that are participating in the joint venture. [The

offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) 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 Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—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 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. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—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 Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—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 the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "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 Act-Free Trade Agreements-Israeli Trade Act."

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

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan 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 Act—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.

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 Act—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 Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—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 Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) *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)(4)(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 Act. 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 Debarment, Suspension or Ineligibility for Award (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; and

(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, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(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 Act.* (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 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 Act 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)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

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

[Offeror to identify the applicable paragraphs at (b) through (k) 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 on ORCA.]

(End of provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS (JUNE 2008)

(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) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4) [Reserved]
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of 52.222-50.

- ___ (25)(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)).
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___ (28) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (29)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- X (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (31) 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).
- ___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (37) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (40)(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.

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

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

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

(End of clause)



This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U.S. Government. The opinions, findings, conclusions, or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report.

Mailing and Delivery Address: 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901
Phone: 703-875-4357 • **Fax:** 703-875-4009 • **Web site:** www.ustda.gov • **email:** info@ustda.gov



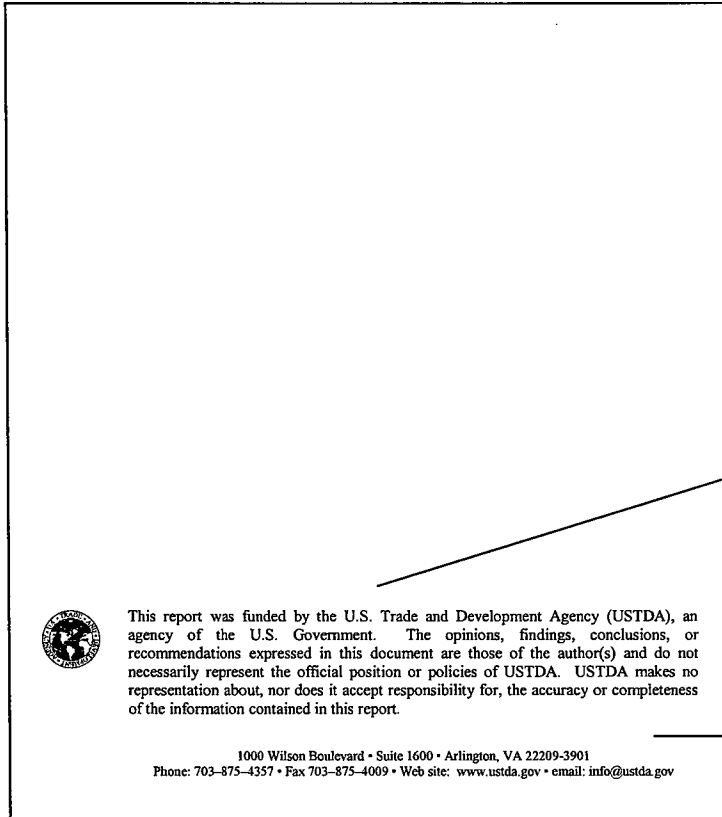
The U.S. Trade and Development Agency

The U.S. Trade and Development Agency (USTDA) advances economic development and U.S. commercial interests in developing and middle income countries. The agency funds various forms of technical assistance, early investment analysis, training, orientation visits and business workshops that support the development of a modern infrastructure and a fair and open trading environment.

USTDA's strategic use of foreign assistance funds to support sound investment policy and decision-making in host countries creates an enabling environment for trade, investment and sustainable economic development. Operating at the nexus of foreign policy and commerce, USTDA is uniquely positioned to work with U.S. firms and host countries in achieving the agency's trade and development goals. In carrying out its mission, USTDA gives emphasis to economic sectors that may benefit from U.S. exports of goods and services.

Annex II.

USTDA Final Report Specifications



Front Cover

Placement:

The bottom of the second text block:
.75 inches from the bottom of the page
.25 inches between the two text blocks.

Size: 12 point (First Sentence)
10 point (Remaining Sentences)

Leading: 13

Justification: Left and Right Justified

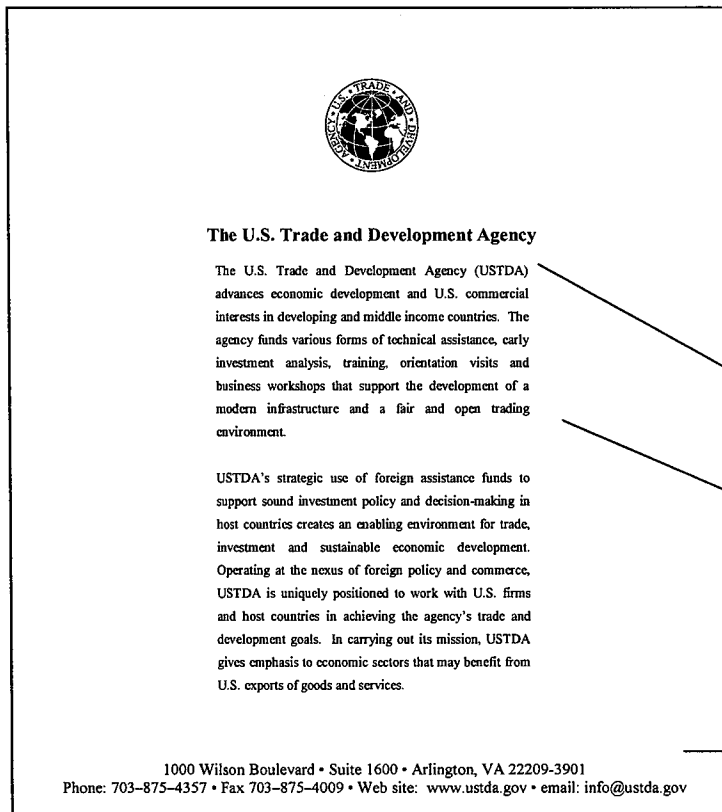
Left Margin for 3/4 inch USTDA logo: 1 inch

Left Margin for text: 1 7/8 inches

Right Margin: 1 1/4 inches

Size: 9 point

Justification: Center



Inside Front Cover

Placement:

The top of the logo is placed two inches from the top of the page.

The headline is placed .5 inch from the bottom of the logo.

There is a .25 inch space between the headline and the text block.

The address text block is placed .75 inches from the bottom of the page.

Size: 14 point

Justification: Center

Size: 10 point

Leading: 22.5

Justification: Left and Right Justified

Width of text block: 3 inches

Size: 9 point

Justification: Center