

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

1. REQUISITION NO. PAGE 1 OF 36

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. MODIFICATION NO. 5. SOLICITATION NO.
RFP 6. SOLICITATION ISSUE DATE
06-21-2012

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NO. (No Collect Calls)
7 (7272) 507-612 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE 10. THIS ACQUISITION IS 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE 12. DISCOUNT TERMS
N/A

USAID/CAR/AAO
41 Kazibek Bi Street
050010 Almaty
Republic of Kazakhstan

UNRESTRICTED
 SET ASIDE: 0 % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING N/A

14. METHOD OF SOLICITATION
 RFQ IFB RFP

NAICS: 541990
SIZE STANDARD:

15. DELIVER TO CODE 16. ADMINISTRERED BY CODE

USAID/CAR/DGO
41 Kazibek Bi Street
050010 Almaty
Republic of Kazakhstan

USAID/CAR/AAO
41 Kazibek Bi Street
050010 Almaty
Republic of Kazakhstan

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE

USAID/CAR/FM
41 Kazibek Bi Street
050010 Almaty
Republic of Kazakhstan

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor will provide services as described in the Section B-"Continuation Block" of this contract				

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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 HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____ 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)
Ragheda Rabie 31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 TYPE OF THE CONTRACT

This is a firm fixed price contract for commercial items (FAR Part 12).

B.2 PERIOD OF PERFORMANCE

The period of performance for this contract is September, 2012 through August, 2017.

B.3 COST AND OBLIGATED AMOUNT

(a) The cost for the performance of the work required hereunder is \$TBD.

(b) The amount currently obligated and available for payment to the Contractor for performance hereunder is \$TBD. The remaining funds will be provided later subject to the availability of funds.

B.4 COST/PRICE SCHEDULE

Item No.	DESCRIPTION	QTY	Amount	Period
0001	Contractor shall provide all labor, equipment, materials, supervision, and transportation necessary to provide Public Opinion Survey in accordance with the attached Statement of Work.	1	_____	_____, 2012 _____, 2013
0002	Contractor shall provide all labor, equipment, materials, supervision and transportation necessary to provide Public Opinion Survey in accordance with the attached Statement of Work.	1		_____, 2013 _____, 2014
0003	Contractor shall provide all labor, equipment, materials, supervision and transportation necessary to provide Public Opinion Survey in accordance with the attached Statement of Work.	1		_____, 2014 _____, 2015
0004	Contractor shall provide all labor, equipment, materials, supervision and transportation necessary to provide Public Opinion Survey in accordance with the attached Statement of Work.	1		_____, 2015 _____, 2016
0005	Contractor shall provide all labor, equipment, materials, supervision and transportation necessary to provide Public Opinion Survey in accordance with the attached Statement of Work.	1		_____, 2016 _____, 2017
	Total 5 Years			

B.5 SCOPE OF WORK

Public Opinion Surveys in Kazakhstan, Kyrgyzstan, Tajikistan, and Uzbekistan

1. GOAL and OBJECTIVE

The goal of the research is to collect impartial and representative quantitative data that reflects citizens' awareness of and opinions on political, social and governmental institutions and structures, their civic rights and, the delivery of public goods and services. The data will also allow for comparative and multivariate analysis with which USAID will be able to test development hypotheses and yield development insights.

The objective is to conduct quantitative public opinion surveys in the following countries: Kazakhstan, Kyrgyzstan, Tajikistan, and Uzbekistan. The surveys will be conducted annually for five years. The information collected from a representative sample will produce statistically-valid data about national populations and select demographics.

2. SCOPE OF WORK

The contractor shall conduct the following tasks:

Task 1. Survey Methodology: The offeror will propose the draft Survey Methodology as a part of the Technical Approach. The final Survey Methodology shall be finalized in conjunction with the USAID/Contracting Officer Representative (COR) within 3 weeks from the effective date of the contract. The approved Survey Methodology will be used in each year of the contract.

The contractor's survey methodology shall meet the following standards:

- the calculated statistics have the minimum possible margin of error, are estimated with a 95% confidence interval;
- data are disaggregated at least down to the oblast (province) level;
- the number of people polled in each city/town shall be determined proportionally based on population in order to draw a representative sample.

Task 2. Work-plan: The offeror will propose the draft Work-plan as a part of the Technical Approach. The final Work-plan shall be finalized in conjunction with the USAID/Contracting Officer Representative (COR) within 3 weeks from the effective date of the contract.

Task 3. Survey Questionnaires Design: The Contractor will design a Survey Questionnaires within 3 weeks from the effective date of the contract. The contractors will develop questionnaires for Kazakhstan, Tajikistan, Uzbekistan and Kyrgyzstan. Each survey questionnaires shall address specific country context and may vary depending on political sensitivity.

An illustrative Survey Questionnaire for Kazakhstan is included as an Attachment D.1.

The contractor shall submit questionnaires in English and Russian languages. The contractor will translate each questionnaire into each respective country's language.

The Survey Questionnaires must be reviewed and approved by the Contracting Officer Representative prior to testing and use in full survey.

In Years 2, 3, 4, 5 of the contact the questionnaires may be amended based on the lessons learned in each preceding year and current situation in the countries. USAID/CAR shall retain the right to change questions in questionnaires. In such case, the Contractor will be informed in advance to have enough time to make changes in the polls.

Task 4. Test survey and design: Prior to conducting the first full public opinion survey in year 1, the Contractor shall conduct field tests of the survey methodology and questionnaire, and make any refinements prior to full-scale implementation of the survey. The Contractor shall be responsible for identifying, hiring and training enumerators in all four countries, and for ensuring quality control.

Task 5. Conduct survey (data collection): Each year, over the life of the contract, the Contractor shall conduct surveys in accordance with the Geographic Coverage and number of surveys detailed in the table below, and in accordance with the methodology approved by the USAID/COR.

The number of surveys to be conducted for each year of the contract:

Kazakhstan

Geographic coverage	# of surveys
TBD*	TBD*

Kyrgyzstan

Geographic coverage	# of surveys
TBD*	TBD*

Tajikistan

Geographic coverage	# of surveys
TBD*	TBD*

Uzbekistan

Geographic coverage	# of surveys
TBD*	TBD*

* - will be proposed in the Technical Approach

Task 6.

a) Analyze results: The contractor shall conduct quantitative data analysis, including standard cross-tabulations by major demographic variables for each country. Whilst analyzing the data, responses shall be broken down according to the following categories:

- age (disaggregated by 18-35, 36-50, over 50);
- sex;
- education;
- nationality (ethnicity);
- occupation (student, pensioner, unemployed, housewife, manager, specialist, worker);
- income;
- family
- location

In order to be consistent with the current guidelines of the Mission’s gender analysis, the contractor shall ensure the representative participation of men and women in polling.

b) Produce report: The Contractor shall prepare a report representing the quantitative results of the survey for each country. The Report shall contain the following:

- 1) Executive Summary
- 2) A brief discussion of data collection methodology (a more detailed presentation of methodological issues shall be included as an appendix);
- 3) A thorough analysis and explanation of all survey results (included as an appendix).
- 4) Conclusions

The Contractor shall submit the report for each year of the contract. For years 2 through 5 of the contract, this report shall contain year-on-year comparison of trends.

The Contractor shall also deliver an electronic copy of raw polling data to USAID/CAR.

B.6 REPORTING REQUIREMENTS

An electronic copy of the annual survey report in English and Russian must be submitted to COR at USAID Democracy and Governance Office within 4 weeks after data analysis completion. Overall, five reports must be submitted to USAID during the five-year period of the project. The contractor will inform USAID when each stage of the survey has begun and completed, and report on any problems that may delay completion of the annual report.

B.7 DELIVERY SCHEDULE

#	Deliverable	Timeframe
Task 1	Final Survey Methodology	Within 3 weeks after award date
Task 2	Workplan	Within 3 weeks after award date
Task 3	Survey Questionnaires design (including translation of the questionnaire into each respective country’s language).	Within 3 weeks after award date for the 1 st year; Within 30 days before the end of the preceding award year for years 2-5
Task 4	Test Survey and Design	Within 2 weeks after COR approval of the Questionnaire Design
Task 5	Conduct Survey (Data Collection) including training of enumerators as necessary	Within 5 weeks after Test Survey completion
Task 6	a) Analyze Results b) Produce Report The report and cross-tabulation tables (as Word, Excel or PDF files) shall be delivered as an electronic copy (on CD or by e-mail to USAID COR and as a hard copy both in Russian and English languages.	Within 2 weeks after Data Collection Within 4 weeks after Data Analysis completion

For year one Task 1-6 will be submitted. For years 2-5 Tasks 2-6 will be submitted.

The Contractor shall strictly adhere to the questions approved by USAID/CAR. Questions may be changed only with written approval by USAID/CAR.

B.8 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered the property of USAID and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of

completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations shall be considered confidential and proprietary.

B.9 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

The Contractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this contract. These shall include all travel arrangements, appointment scheduling, secretarial services, interpretation, report preparations services, printing, and duplicating.

B.10 EXECUTIVE ORDER ON TERRORISM FINANCING

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

B.11 BRANDING AND MARKING

All USAID-funded foreign assistance (including programs, projects, activities, public communications, or commodities) must be communicated, promoted, and marked as coming from the American people through USAID. Specific communications and promotion measures shall be described in the "Branding Strategy" and "Branding Implementation Plan," and specific marking will be described in the "Marking Plan" for the contract. Branding and marking under this contract shall comply with the USAID Automated Directive System Chapter 320 Branding and Marking (ADS320). All five annual reports should be in accordance with the Marking Requirements stated in ADS320 and the USAID Graphic Standards Manual http://www.usaid.gov/branding/USAID_Graphic_Standards_Manual.pdf.

B.12 CONTRACTING OFFICER REPRESENTATIVE

The Contracting Officer Representative (COR) will be designated in an Administrative Letter from the CO. The Technical Office located is at:

Democracy & Conflict Mitigation Office
USAID/CAR Regional Mission
41 Kazibek Bi Street
Almaty, Kazakhstan, 050010
Main telephone: 7-7272-50-76-12 or 17

B.13 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services or outputs shall take place at:

Democracy and Governance Office (DGO)
USAID/CAR Regional Mission
41 Kazibek Bi Street
Almaty, Kazakhstan, 050010
Main telephone: 7-727-250-76-12 or 17

B.14 PAYING OFFICE AND PAYMENT TERMS

1. Payments will be made based on inspection and acceptance of Deliverables specified in Section B.8. Payments will be made within 30 days of invoice receipt.

2. The contractor shall submit an invoice to the USAID/CAR Office of Financial Management noted in the Block 18A at CARInvoices@usaid.gov. The subject line of the e-mail must read: "Payment Request", while the text block must list the following information:
 - (a) Contract Number
 - (b) Invoice Number and Date
 - (c) Period Billed
 - (d) Format of any image/graphic attachments (e.g. TIFF-compatible, PDF).

USAID/CAR will consider the receipt date of the invoice to be the date the e-mail is received unless it is received after 6:00 PM in which case the date will be the following work day.

3. Accounting and Appropriation Data.

REQUISITION: TBD

Amount:

Appropriation:

Budget Plan Code:

Project No:

R/C No:

EOCC:

SECTION C - CONTRACT CLAUSES

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

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

<http://arnet.gov/far/>

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2012)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2012)

(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) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

X Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [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:

(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](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

X (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).

(8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

(10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

(11) [Reserved]

- ___ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (13)(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](#).
- ___ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([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](#).
- ___ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- ___ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- _X_ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- _X_ (18) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) ([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](#).
- ___ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- ___ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- _X_ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- ___ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- ___ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).
- ___ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- ___ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) ([38 U.S.C. 4212](#)).
- ___ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (37)(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](#).
- ___ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

___ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

___ (ii) Alternate I (Mar 2012) of [52.225-3](#).

___ (iii) Alternate II (Mar 2012) of [52.225-3](#).

___ (iv) Alternate III (Mar 2012) of [52.225-3](#).

___ (41) [52.225-5](#), Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

___ (42) [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).

___ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

X (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

X (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (51)(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:

___ (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) (Sep 2009) ([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 (Sep 2009) ([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 (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

___ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

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

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [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.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [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)

C.4 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of Clause)

C.5 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond _TBD_, 2013. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal

liability on the part of the Government for any payment may arise for performance under this contract beyond _TBD_, 2013, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT D.1 ILLUSTRATIVE QUESTIONNAIRE FOR KAZAKHSTAN

KAZAKHSTAN ILLUSTRATIVE QUESTIONNAIRE

POLITICAL PROCESS

1. Did you vote in the last National (Presidential or Parliamentary elections)?

- Yes, but my participation could not change anything
- Yes, and my participation was important
- No, though my participation would have been important
- No, because my participation couldn't change anything
- I never vote
- Do not know

2. What are the reasons you chose to vote for a particular party or candidate during the last Presidential / Parliamentary election?

- I liked his/her personality
- I liked his/her platform
- Other people encouraged me to vote for him
- I was paid to vote for him/her
- Other _____
- I did not vote at the last Parliamentary elections

LOCAL GOVERNMENT

3. Thinking of the various governmental and representative bodies, how satisfied are you with services provided by:

Oblast level governments *(Only for respondents, who do not live in Almaty and Astana)*

- High confidence
- Confidence with reservations
- Low confidence
- No confidence
- Do not know

Local governments

- High confidence
- Confidence with reservations
- Low confidence
- No confidence
- Do not know

Central (National) government

- High confidence
- Confidence with reservations
- Low confidence
- No confidence
- Do not know

Parliament

- High confidence
- Confidence with reservations
- Low confidence
- No confidence
- Do not know

Judiciary

- High confidence
- Confidence with reservations
- Low confidence
- No confidence
- Do not know

**4. Do you think that deputies of your city and oblast Maslikhats represent your interests?
Deputies of your city**

- Yes
- No
- To some extent
- Do not know

Deputies of your oblast *(Only for respondents, who do not live in Almaty and Astana)*

- Yes
- No
- To some extent
- Do not know

LOCAL ISSUES / CONFLICT PREVENTION

5. What are the most actual questions for your city development today?

6. What are the most actual questions for your country today?

7. Are there issues in your city/town/village(?) creating tension?

- Yes
- No
- I don't know

8. If yes, primarily to what factors?

- Mixed populations and immigration
- Economy hardships
- Increased control by government for security
- Religious differences
- Lack of services (electricity, water, roads, etc.)
- Labor issues
- Border issues (KG and TI)

CORRUPTION

How often do you make unofficial payment to a civil servant or government official to “get something done”?

- Once a week
- Once a month
- Every 3-6 months
- Every 6-12 months
- Never
- Don't know

9. Who do you pay most often? (Please select top 3)

- Traffic police
- Local police
- Passport control/Immigration Police
- Customs officers
- Tax authorities
- Courts
- Utility services officials
- Health or Education officials
- Other _____

10. In your opinion, what kind of corruption is most problematic in your city? (More than one choice is allowed.)

- Officials stealing money from public funds
- Officials using their privileged access to information and contacts to make private investments and purchases
- The need to pay bribes to get something done
- Companies paying bribes instead of taxes
- People getting jobs and public services through illicit means
- There is no corruption in our city
- Other _____

CIVIL SOCIETY

11. Have you ever been a member of CSOs?

- Yes
- No, but I have heard of CSOs
- No, and I never heard of CSOs

12. Have you ever been affected by CSOs and how? (Only respondents, who have ever been a member of a CSO or who have heard of CSOs)

- Yes, in a positive way
- Yes, in a negative way
- Never
- Do not know

13. Could you please tell me, which CSO activity influenced you or your family member personally?

- I received useful information from a CSO or CSO campaign
- My rights were defended by a CSO
- I received social services from a CSO
- I received financial aid or scholarship from a CSO
- Other (please specify)_____

14. Have you ever participated in an action to protect your interests other than by just voting?

- Worked with friends and neighbors on a common problem
- Contacted your mayor/ deputy/ Parliamentarian/maslikhat representative on any issue?
- Taken part in a protest, march or demonstration on an issue
- Never participated

15. In your opinion, do you have an opportunity to express your position publicly on political issues?

- Yes, there are a lot of opportunities to express my position
- Yes, but such opportunities are limited
- Opportunities exist but it is not safe to express position on political issues
- No, opportunities do not exist
- Do not know

16. In your opinion, do you have an opportunity to express your position publicly on social issues?

- Yes, there are a lot of opportunities to express my position
- Yes, but such opportunities are limited
- Opportunities exist but it is not safe to express position on political issues
- No, opportunities do not exist

- Do not know

INFORMATION

17. Do you discuss political issues with your friends, family and co-workers?

- Yes, frequently
- Yes, occasionally
- Rarely
- No
- Do not know

18. People usually get information about politics and government from different sources. Please rank the top 3 sources that you rely on most to get information about politics and government in your country?

- Television
- Newspapers
- Information communication technologies (including internet, SMS, twitter, social networking sites, etc.)
- Radio
- People, friends, neighbors, colleagues at work
- Do not get news
- Other

19. Please, list names of media, both local and international, you prefer to get news from.

- TV channels:
- Newspapers:
- Information communication technologies (Internet, social networking sites, etc.):
- Other:

20. What kind of access to TV do you have at home?

- Cable
- Satellite
- National channels only
- I have no TV

21. Have you ever used the Internet during the last year?

- Yes, I use it frequently
- Yes, I use it occasionally
- No, I don't use it

22. What were the purposes of you using the Internet? (Only respondents, who used the Internet services during the last year) Please choose top three answers in preferential order.

- For the purpose of receiving information for *personal* needs
- For the purpose of receiving information for needs at *work*
- Utilize only e-mail services

- In order to obtain news on political, social or economic issues
- In order to chat with other people
- In order to play games
- For other purposes

23. Which social networks do you use? *(Only respondents, who used the Internet services during the last year. Multiple answers are possible.) (Country specific)*

- V Kontakte
- Odnoklassniki
- Moi Mir
- Facebook
- Twitter
- Myspace
- Other _____
- I don't use any social networks

24. Please indicate whether you followed the stories about the blasts in Aktobe and Taraz in 2011? (Country specific)

- Yes, followed very closely
- Yes, followed fairly closely
- Yes, followed, but not too closely
- Did not follow
- Never heard of the stories

25. Please indicate which sources did you use to follow these news stories?

- TV channels
- Newspapers, magazines
- Rumors
- Radio
- Internet
- Other

26. Do you believe the news you get from Kazakhstani media (TV channels, Radio channels, newspapers)? (Country specific)

- Fully confident
- Confident
- Confide in something, don't confide in something
- Don't confide
- Confide incompletely
- Difficult to answer

TRAFFICKING-IN-PERSONS

27. Do you plan to move outside of your current location to seek employment in the next one-two years?

- Yes, to another city within my country

- Yes, to one of the NIS countries
- Yes, to other countries beyond the NIS
- Yes, anywhere
- Difficult to answer

28. Have you heard about the possibility of being forced into slavery? If yes, how did you learn about this problem?

- TV channels
- Newspaper, magazines
- Radio
- Internet
- Heard from acquaintances
- Information from CSOs
- I haven't heard about such possibility
- Other _____

29. Do you know that human trafficking could happen inside of your country?

- Yes
- No
- Difficult to answer

30. Do you personally know of any case where somebody who went to work inside your country was forced through threats or the actual use of force to work free of charge or for a payment much lower than promised?

- Yes
- No
- Difficult to answer

31. What organization(s) provide assistance to victims of trafficking in your country? (may mark more than one answer)

- Government bodies (Ministry of Internal Affairs, Ministry of Social Defense, etc.)
- International Organizations
- Civil Society Organizations
- Difficult to answer

HUMAN RIGHTS

To what extent each of the basic human rights below observed/violated in your country. (Please scale 1 to 5, where 1 Fully Observed; 2 Somewhat observed; 3 Neutral; 4 Somewhat violated; 5 Violated to a great extent)

- 32. The right to life, liberty and security of person**
- 33. Freedom of association, expression, assembly and movement**
- 34. Freedom from arbitrary arrest or detention**
- 35. The right to a fair trial**
- 36. The right to equal protection of the law**
- 37. Freedom from arbitrary interference with privacy, family, home or correspondence**
- 38. Freedom from torture and cruel, inhuman or degrading treatment or punishment**
- 39. Freedom from slavery**
- 40. If you personally face your rights violation, who would you turn for support?**
 - Media
 - Family
 - Courts
 - Government Organizations
 - International Organizations
 - Civil Society Organizations
 - Difficult to answer

USAID AWARENESS IN CENTRAL ASIA (Leanne)

- 41. As far as you know does the United States Government provide money and other assistance to (COUNTRY)?**
 - Yes
 - Yes
 - No
 - Don't know
- 42. Are you familiar with the United States Agency for International Development or USAID?**
 - Yes
 - No
- 43. Would you say that you have a very favorable, somewhat favorable, somewhat unfavorable, or very unfavorable opinion of USAID?**
 - Very favorable
 - Somewhat favorable
 - Somewhat unfavorable
 - Very unfavorable
 - Can't rate
 - Don't know

ATTACHMENT D.2 - CONTRACTOR PERFORMANCE REPORT SHORT FORM

CONTRACTOR PERFORMANCE REPORT - SHORT FORM
PART I: Contractor Information (to be completed by Prime)
1. Name of Contracting Entity:
2. Contract Number:
3. Contract Type:
4. Contract Value (TEC): (if subcontract, subcontract value)
5. Problems: (if problems encountered on this contract, explain corrective action taken)
6. Contacts: (Name, Telephone Number and E-mail address)
6a. Contracting officer:
6b. Technical Officer (CTO):
6c. Other:
7. Contractor:
9. Information Provided in Response to RFP No. :
PART II: Performance Assessment (to be completed by Agency)
1. Quality of product or service, including consistency in meeting goals and targets, and cooperation and effectiveness of the Prime in fixing problems. Comment:
2. Cost control, including forecasting costs as well as accuracy in financial reporting. Comment:
3. Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks. Comment:
4. Customer satisfaction, including satisfactory business relationship to clients, initiation and management of several complex activities simultaneously, coordination among subcontractors and developing country partners, prompt and satisfactory correction of problems, and cooperative attitude in fixing problems. Comment:
5. Effectiveness of key personnel including: effectiveness and appropriateness of personnel for the job; and prompt and satisfactory changes in personnel when problems with clients were identified. Comment:

[Note: The actual dollar amount of subcontracts, if any, (awarded to the Prime) must be listed in Block 4 instead of the Total Estimated Cost (TEC) of the overall contract. In addition, a Prime may submit attachments to this past performance table if the spaces provided are inadequate; the evaluation factor(s) must be listed on any attachments.]

SECTION E – SOLICITATION PROVISIONS

E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.212-1 Instructions to Offerors--Commercial Items (FEB 2012)

E.2 52.212-1 (ADDENDUM) ADDITIONAL INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

1. ACQUISITION SCHEDULE

The schedule for this acquisition is anticipated to be as follows:

	<u>Date</u>
RFP issued	June 21, 2012
Questions due	July 29, 2012, 18 PM Almaty time
Proposals due	July 13, 2012, 18 PM Almaty time

All questions relating to this RFP must be submitted in writing to the Contracting Officer via e-mail to AlmatyAAsolicitations@usaid.gov no later than June 29, 2012. Unless otherwise notified by an amendment to the RFP, no questions will be accepted after this date. Offerors shall not submit questions to any other USAID staff, including the technical office, country offices, or any of its implementing partners before a Contract is awarded.

2. GENERAL INSTRUCTIONS TO OFFERORS

- (a) RFP Instructions: If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.
- (b) Accurate and Complete Information: Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the U.S. Government is prescribed in 18 U.S.C. 1001.
- (c) Offer Acceptability: The U.S. Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP.
- (d) Proposal Preparation Costs: The U.S. Government will not pay for any proposal preparation costs.
- (e) The offeror is requested to submit "Price Proposal" and "Technical Proposal" in two separate files.

The Offeror shall submit the proposal electronically – via email compatible with Adobe Acrobat in a MS Windows environment to AlmatyAASolicitations@usaid.gov. Please do not submit files in zip format.

Because electronic submissions will be accepted for this procurement, please be advised that the U.S. Government shall not be responsible for incomplete/corrupted or missing information in electronic submissions. Files should be “read-only” locked files. It is critical that the Offeror ensure that the files sent are organized in the electronic format and can be simply accessed and printed by the U.S. Government. USAID will only confirm receipt and print out the electronic submission, USAID will not ensure quality or completeness of electronic files attached to e-mails. All electronic submissions must be received no later than the due date of this solicitation.

- (f) All proposals received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the proposal format. Late or incomplete proposals will not be considered. Offerors are expected to review, understand, and comply with all aspects of this RFP. Failure to do so will be at the offeror's risk.

Each offeror shall furnish the information required by this RFP. The offeror shall sign the proposal and print or type its name on the Cover Page of the technical and cost proposals. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

3. INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

TECHNICAL PROPOSAL FORMAT

The length of the Technical Proposal shall not exceed 25 single-spaced typed pages with standard 1” margins. Past performance reference sheets, a Performance Monitoring Plan, and key personnel resumes are not included in the 25-page limitation. There is no page limitation on the Cost Proposal.

Proposals shall be written in English and typed on letter size or A4 paper, single spaced, 12 point font with each page numbered consecutively.

Technical proposals shall be specific, complete and presented concisely. The proposals shall demonstrate the Offeror's capabilities and expertise with respect to achieving the goals of this project. To facilitate the competitive review of the proposals, USAID will consider only proposals conforming to the format prescribed below. Offerors must organize the narrative sections of their proposals in the same order as the technical evaluation criteria found in Section M of the RFP and include the following:

In preparing the Technical Proposal, please ensure that the proposal reflects and addresses the evaluation criteria in Section E.3.

Technical Proposal (maximum: 25 pages)

- (1) Cover Page (1 page)
- (2) Executive Summary (1 page)
- (3) Technical Approach (15 pages)
- (4) Management Plan and Staffing Plan (5 pages)
- (5) Past Performance Information (3 pages)

Cover Page (1 page): The cover page shall include the name of the principal organization applying for the contract. If any partner organizations are included in the proposal, they shall be listed separately and indicated as subordinate to the principal organization. The cover page shall also identify a single point of contact, with the authority to negotiate and sign on behalf of the Offeror. The individual's name (both typed and his/her signature), title or position in the organization, current email and postal addresses, telephone and fax numbers shall be included.

Executive Summary (1 page): This section shall provide a concise summary of the Offeror's statement of work, methodology and expected results.

Technical Approach (15 pages):

1) The proposal shall explain how the Offeror intends to achieve the objective and results described in the Statement of Work (SOW). The narrative technical approach must set forth the Offeror's conceptual approach for conducting public opinion surveys that produce statistically-valid data at the oblast level in each of the four countries. Proposals shall incorporate "best practices" in public opinion survey projects throughout the globe, as well as "lessons learned" from programmatic implementation in Central Asia or in countries similar to the Central Asian operating environment.

2) The offeror shall propose the draft Survey Methodology. As part of the methodology, the offeror shall provide a plan that identifies the number of intended respondents and accounts for country-specific demographics. For example, the plan shall demonstrate the representative sampling by gender and age. Additional disaggregation may include age, education, occupation, and income.

The methodology shall also describe and defend proposed probability methods for random sampling that will be used to guarantee maximum level of confidence within realistic budget limits.

The following identifies the minimum standards which survey results must meet:

- minimum estimated 95% confidence interval;
- data are disaggregated at least down to the oblast (province) level;
- the number of people polled in each city/town shall be determined proportionally based on population in order to draw a representative sample;

Data quality: Offerors must also provide data quality information as part of their proposal. Data quality looks at: (1) Validity: Indicators shall represent an unbiased and clear representation of the intended results; (2) Timeliness: Data shall be current and frequent enough to be useful in performance management; (3) Reliability: The methodology used to collect data shall be stable and consistent over time; (4) Integrity: Mechanisms shall be in place to reduce the possibility that data can be manipulated; (5) Precision: Data shall be sufficiently precise to determine if changes are significant (as opposed to variation in the data collection process). [See ADS 203.5.1 for details at <http://www.usaid.gov/policy/ads/200/203.pdf>.]

Offerors shall provide concise data quality information including but not limited to the following:

- 1. Describe your data collection procedures.**
 - a. How is data collected?
 - b. Are collection procedures in writing and shared with your staff members and sub-contractors/grantees?
 - c. Is training provided to staff members, sub-contractors/grantees, and enumerators on how to properly collect and store data?
 - d. If data errors are found, how are the known data errors corrected?
 - e. Is there anything else we should know about your data collection procedures?
- 2. Describe your procedures for ensuring the reliability of data.**
 - a. Are the same data collection procedures used from year to year?
 - b. Are the same data collection procedures used from location to location?
 - c. Are the same data collection procedures in place from data source to data source?
 - d. Are there procedures in place for periodic review of data collection and maintenance?
Are these procedures in writing?
- 3. Describe your procedures for ensuring data timeliness, integrity and accuracy.**

- a. Is there a schedule of data collection in place? Is data readily available?
- b. Are there written procedures in place for detecting duplicate (or double counting) data?
- c. Are there written procedures in place for detecting missing data?

4. Are there written procedures in place for preventing unauthorized changes to data?

3) The offeror shall describe the approach for designing survey instruments and how the draft questionnaire provided in the RFP could be adapted in each of the four countries the project will be implemented to meet overall objectives and results.

4) The offeror shall demonstrate the technical capacity to implement the public opinion surveys directly in Kazakhstan and/or through subcontractors in Kyrgyzstan, Tajikistan, and Uzbekistan.

5) The offeror shall propose the draft Work-plan as a part of the Technical Approach. The work plan shall include: a logical sequence of steps including time for completion of each step as well as the overall project, who does what and when.

Management Plan and Staffing Plan (5 pages):

1) The offeror shall describe its approach to managing the efforts required for this contract. The Offeror shall provide a management plan, tailored to this specific effort. The management approach shall identify and describe interfaces with any subcontractors, if used, who will facilitate service within this project.

Offerors that intend to utilize sub-contractors shall indicate the extent of utilization intended, the method of identifying and selecting such partners and the tasks/functions they will perform. If an existing relationship exists with the proposed partners, the Offeror shall describe the nature of the relationship. The Offeror must specify the technical resources, capabilities and expertise of proposed partners.

2) Key Personnel: The personnel section shall describe the qualifications of the key personnel as they relate to the RFP's statement of work and to the positions proposed. It shall be noted that references will be obtained for key personnel potentially including information obtained from other than the sources provided by the Offeror.

The Offerors shall propose candidates for the following Key Personnel positions for this project: 1) Project Director and 2) Project Coordinator. The Offerors must include CVs of proposed key personnel. CVs shall highlight the qualifications outlined below.

Proposed Key Personnel will have prior experience directly related to the proposed work, including technical qualifications, supervisory skills, relevant academic background, and demonstrated experience in Central Asian countries or a similar operating environment.

a. Project Director

To manage and direct the planning, design, and implementation of multifaceted (field) survey research projects.

Education: Required Master's degree or equivalent in Economics, Sociology, Marketing, Business Administration or related field. A higher degree (Ph.D.) is desirable.

Experience: At least 10 years of experience in social and/or marketing research projects.

The candidate must have demonstrated experience in (a) managing and directing all operations of large and complex data collection efforts including budget preparation/estimation and monitoring; instrument design, preparation of training materials; data collection; (b) directing complex data collection efforts that include in-person data collection with many inter-related instruments; different or difficult respondent population; (c) quality control for the entire data collection and processing effort. The candidate shall possess proven leadership capabilities and strong presentation skills.

Language: The candidate must be professionally proficient and fluent in written and spoken English and Russian.

b. Project Coordinator

Education: Required Master's degree or equivalent in Economics, Sociology, Marketing, Business Administration or related field.

Experience: At least 6 years of experience in social and/or marketing research projects. The candidate must have demonstrated technical expertise, ample field experience, relevant technical background in social and marketing research projects, and abilities in program/project results monitoring and reporting. This person will complement the Project Director's technical knowledge with hands-on field survey design and implementation experience.

Language: Excellent written and spoken English and Russian are required.

The Offeror is required to present resumes/curricula vitae for the proposed staff and ensure that they will in fact be available to staff the project should the Offeror be selected for award. Failure of the Offeror selected for award to provide the proposed personnel may result in disqualifying the winner from receiving an award. Resumes are not included in the 25-page limitation.

Past Performance Information (3 pages):

The offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor (One whose proposed cost exceeds 20% of the offeror's total proposed cost) in accordance with the following:

1. The Offeror shall describe its experience: a) managing multi-country projects; b) hiring and maintaining qualified support staff and handling personnel issues; c) assembling high quality technical assistance teams in a timely manner; d) mobilizing technical resources to fill immediate short term requirements; e) managing activities involving subcontractors (as applicable).
2. List in an annex to the technical proposal up to five of the most recent and relevant contracts for efforts similar to the work in the subject proposal.
3. Provide in an annex for each of the listed contracts a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:
 - Scope of work or complexity/diversity of tasks,
 - Primary location(s) of work,
 - Term of performance,
 - Skills/expertise required,
 - Dollar value, and
 - Contract type, i.e., fixed-price, cost reimbursement, etc.

Use **Attachment D.2** - Contractor Performance Report Short Form for presenting this information.

4. PRICE PROPOSAL FORMAT

1) Offeror shall provide in accordance with the Statement of Work and the Cost/Price Schedule.

The cost proposal shall include the detailed budget presented by years and by countries:

- the breakdown of all costs (country offices, program costs, personnel, commodities, outreach and communications including branding and marking , etc.) associated with the program implementation;
- the breakdown of all costs according to each partner organization involved in the program;
- a detailed budget narrative by line item that provides the basis for the cost calculation (unit and quantity) and rationale for inclusion of this cost in the implementation of the program.

2) Offerors Representations and Certification in accordance with Section E.4 52.212-3

E.3 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

a) The Government will award, if at all, a single contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, represents the best value to the Government, considering both technical and cost factors.

The evaluation process will be conducted on a best value basis using a tradeoff source selection process. All technical evaluation factors when combined are significantly more important than cost or price in determining best value.

Technical Evaluation Factors are listed in descending order of importance:

1. Technical Approach
2. Management Plan and Staffing Plan
3. Past Performance

Award may be made without further negotiations. However, the Government may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within the competitive range.

Technical Evaluation Factors and sub-factors are listed in descending order of importance:

1. Technical Approach

1) Clarity of the conceptual approach for conducting public opinion surveys in each of the four countries, including geographical coverage, number of surveys and representation of men and women among respondents. Demonstration of a thorough understanding of the Central Asian operating environment and the knowledge of best practices as well as "lessons learned" from programmatic implementation in Central Asia or in countries similar to the Central Asian operating environment.

2) The degree to which the draft Survey Methodology demonstrates the effectiveness of meeting the sampling parameters set out in Section E.2 as well as data collection and field methods, data quality control, procedures for ensuring the reliability of data, procedures for ensuring data timeliness, integrity and accuracy.

3) The soundness of how the survey instrument design intends to be adaptive to the environments of the four countries in which the project will be implemented.

4) Level of the technical capacity of the offeror to implement public opinion surveys directly in Kazakhstan and/ or through subcontractors in Kyrgyzstan, Tajikistan, and Uzbekistan.

5) The degree to which the draft Work Plan demonstrates the following: clear and logical structure, realistic timeframe, interrelation and sequencing among major project activities.

2. Management Plan and Staffing Plan

1) The proposed Management plan will be evaluated in terms of soundness and functionality in order to achieve the intended project results.

2) Key Personnel. The offeror's proposal will be evaluated on the degree to which the proposed Project Director and Project Coordinator meets or exceeds the requirements listed in Section E.2.

3. Past Performance

1) The Contractor performance information determined to be relevant shall be evaluated in accordance with the elements below:

- i. Quality of the offeror's performance on past or similar activities.
- ii. Consistency in meeting goals and targets, and cooperation and effectiveness in addressing challenges.
- iii. Cost control, including forecasting costs as well as accuracy in financial reporting.
- iv. Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient operations.
- v. Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
- vi. Customer satisfaction with performance, including end user or beneficiary wherever possible.
- vii. Effectiveness of key personnel including appropriateness of personnel for the job and prompt satisfactory changes in personnel when problems with clients were identified.

2) In cases where the offeror lacks relevant past performance history or information on past performance is not available, then the offeror shall not be evaluated favorably or unfavorably.

Price: The Government will conduct a price reasonableness analysis of the offeror's proposed price. Any lack of cost realism, unreasonableness, or imbalance in price may be considered in the determination of best value.

(b) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

E.4 52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (APR 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

- (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.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“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.

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

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

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—

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

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

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“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.

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

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications 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 accessed through <https://www.acquisition.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 (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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

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

(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, or 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 o is, o 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 o is, o 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 o is, o 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 o is, o is not a women-owned small business concern.

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

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

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

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

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

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

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

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

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

(10) [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 o is, o 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 CCR Dynamic Small Business Search database maintained by the Small Business Administration, 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 o has, o 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) o *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)(10)(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: _____.*]

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

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

(i) It o has developed and has on file, o 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 o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

(f) *Buy American 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 for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American 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 for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American 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, Moroccan, Omani, or Peruvian 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, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian 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, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American 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 Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

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

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

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples*.

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

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

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

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

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

(1) *Listed end products*.

Listed End Product Listed Countries of Origin

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

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

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror

certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract 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 (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

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

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

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

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

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

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

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

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract 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) *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 (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting

contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o 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;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

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

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

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

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

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

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

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

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

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

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

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

(End of provision)