

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER REQ-685-16-000046		PAGE OF 1 31				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SOL-685-16-000014		6. SOLICITATION ISSUE DATE 02/12/2016		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Ndeye Rahmatoulaye Gueye			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 02/22/2016 1700 LT			
9. ISSUED BY USAID Senegal				CODE SENEGAL		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:				
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING				
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				
15. DELIVER TO				CODE		16. ADMINISTERED BY				
						CODE N/A Not Applicable				
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY				
						CODE				
TELEPHONE NO.						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER										
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
		BPA SET UP FOR WRITING/EDITING SERVICES FOR MISSION STAFF. Period of performance : Two (02) years with possibility of extension. Negotiator:Ndeye Rahmatoulaye Gueye <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: 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) Samuel Carter			31c. DATE SIGNED FEB 12 2016	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
-----------------	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

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SECTION A – AWARD (INTENTIONALLY BLANK)

B1. PURPOSE

The purpose of this PBA Set is to obtain services as described in Section C. Statement of Work.

B2. TIME OF SERVICE

Based on the BPA Setup, a BPA call shall be issued on an as-needed basis.

B3. PRICE SCHEDULE

The contractor is expected to provide an hourly/daily rate that shall not exceed the maximum authorized by US Government.

B4. INDIVIDUALS AUTHORIZED TO PURCHASE

The Executive Officer (EXO) representing USAID/Senegal is the only individual authorized to place orders under this BPA.

B5. EXTEND OF OBLIGATION

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders made under the BPA

B6. PROCESS FOR PLACING A BPA CALL

When ordering services, requesting offices within USAID shall:

- Prepare a scope of work (SOW): a performance-based SOW is preferred. It must outline, at a minimum, the following:
 - ✓ A description of the work/ services to be performed
 - ✓ Location
 - ✓ A milestone/performance schedule
 - ✓ The period of performance
 - ✓ A list of deliverables including quantities, delivery dates, deliverables schedule and payment methods
 - ✓ Applicable standards
 - ✓ Inspection and acceptance criteria; and any special requirements (i.e., security clearances, travel, special knowledge, etc.)
- USAID/EXO will prepare a request for Proposal (RFP), including the SOW and request the Contractor to submit a quotation to provide the services.
- Transmit the RFP to Contractor: the BPA holder shall respond to the RFP with a Performance Work Statement including the cost proposal in accordance with the base daily rates

established in the BPA under Section B.7 in no more than five (5) working days from the issuance of the RFP. The contractor shall base the firm fixed price of each SOW on the prices provided below and shall consider the mix of labor categories required to perform the services described in the SOW. The quotation should also include any other direct charges (ODCs) or travel and transportation costs, applicable indirect costs and fee, related to performance of the services ordered.

NOTE: the basic purpose of the cost proposal is to illustrate how the total cost of each call order was determined and basic cost realism; however, payment is made on the basis of completion of individual end products.

- The Executive Officer will issue a firm fixed price call order upon completion of negotiations with the BPA holder. Once the call order has been executed and signed by the Executive Officer, the call order is considered binding by USG and BPA holder.

[END OF SECTION B]

C1. PURPOSE

The purpose of this BPA is to contract individuals to provide the below described services:

USAID/Senegal intends to improve the quality of its written products. Towards this goal, the Mission is seeking consultant services to:

1. Draft and edit documents for use within the U.S. Government and externally, in proper American English; that follow U.S. Government standards for the use of clear and easily understood language, Associated Press and OMB General Style Guidelines; that are well organized, concise, and easily accessible to a broad audience; and, provide the requested information in the specified format.
2. Provide English writing instruction and feedback for both Senegalese and American employees.

C2. BACKGROUND

USAID/Senegal produces a wide variety of written documents each year. These include reports, statements of work, action memorandum, concept papers, project design documents, employee evaluations, communications and outreach products, etc. Many of the staff are not native English speakers and thus have difficulty drafting polished documents in English. American staff also need to strengthen their writing skills to ensure clear and persuasive narrative. A second writing related challenge is the fact that several offices would like to produce more reports, communications products for the general public, and success stories. The Mission is seeking the services of a Consultant to address these concerns.

C3. STATEMENT OF WORK

- a. English Writing Instruction. Writing instruction to staff may be provided in a variety of formats. These include: (1) Single lessons/feedback sessions for a group of persons; (2) A series of group writing lessons conducted over a period of several weeks; (3) Individual writing lessons tailored to the specific needs of an employee. This could include providing feedback/coaching to an employee on a document that s/he has drafted.
- b. Document Editing
- c. Document Drafting

C4. METHODOLOGY/ DESCRIPTION OF WORK ENVISIONED.

The consultant may be called upon to:

- a. ensure that final documents are well organized, follow appropriate formats, contain the required information, and are written in clear and easily understood language. Documents include, but are not limited to, correspondence, memoranda, reports, statements of work, design documents, bilateral agreements, presentations, speeches, fact sheets, success stories, website content, weekly updates, and lengthy technical documents whose purpose is to document agency processes for management and audit purposes.
- b. draft factual and interpretive memoranda intended to provide clear and well-supported recommendations, objective information, and advice to senior staff on a variety of programming and administrative issues. Written products may require soliciting and editing written materials from a large number of non-native English source writers in many cases, in such instances these technical inputs are critical to the final product.
- c. edit documents to ensure the accuracy, appropriateness of style and tone, and adherence to format and content requirements of documents prepared by Mission staff.
- d. review complex and detailed USAID guidance, and conduct limited subject research, as required in order to accomplish writing and/or editing assignments.
- e. interpret and communicate agency guidelines to other writers in the Mission.
- f. become familiar with a broad range of key sources of information for Agency policies and procedures, to work closely with Mission staff
- g. facilitate the development and standardization of document formats, and other writing and style guides
- h. design and implement training for staff on the use of writing resources and provide follow-up mentoring and assistance on use of writing resources.
- i. advise on the preparation of all materials for public consumption, such as those posted to the USAID web site and Facebook page, as well as newsletters, brochures, and annual reports.

C5. QUALIFICATIONS/REQUIRED EXPERIENCE

- Level IV (fluent) English, speaking/writing and fluency in use of international development terminology required.
- Consultants may select to bid on only certain sections of the above description of work envisioned.

Management arrangements: Consultants will report to the office director of the office making each task order request.

Education: A Bachelor Degree in the Liberal Arts, English, International Relations, Political Science, and Journalism, Economics or a related field is required.

Prior Work Experience: For all editing and drafting related work, a minimum of seven years of experience in which writing and/or editing in English constituted a significant element of the level of effort is required. For group writing instruction, the candidate must have at least two years of experience teaching writing.

Language: Level IV (fluent) English, speaking/writing and familiarity with international development field and terminology required.

Knowledge: A working knowledge of the international development field, and specifically USAID activities, projects, and programs, is desirable, but not required.

Skills and Abilities: Outstanding organizational and planning skills, the ability to multi-task, and excellent interpersonal and communication skills are required to excel in the envisioned role. The Consultant must be able to deal with people at all levels within the Mission, local and American staff, and be able to interact with each in a polite, professional, and informative fashion. The consultant must be able to explain American writing style and conventions.

Proposal Submission Requirements

Please read the submission requirements in the cover letter to this RFP carefully. Failure to adhere to the submission requirements may result in the Offeror's proposal being excluded from the competition.

C6. SELECTION CRITERIA

Proposals will be evaluated using the best value acquisition procedure. Federal Acquisition Regulation (FAR) 13.106-1(a) (2). "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. Using the best value acquisition methodology, the evaluation will be adjectival and rated according to the following descriptions:

Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Satisfactory	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.

Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

Award will be made based on price and other factors listed below. Evaluation criteria are in descending order of importance.

1. Technical Merit

- The Technical Evaluation Committee will review the application of each offeror to assess qualifications and meet the requirements.

2. Past Performance

- The Technical Evaluation Committee will review relevant and related work carried out by the Offeror and will assess the quality of this past work.

Price will be a factor in award determination but will not be rated.

USAID/Senegal intends to award a two-year Blanket Purchase Agreement (BPA) for this activity with a possibility of extension.

C7. QUESTIONS

Any questions from prospective offerors should be submitted to Ndeye Rahmatoulaye Gueye at nrgueye@usaid.gov with copy to Abdou Ndiaye at andiaye@usaid.gov, via email, no later than 09:00 Dakar, Senegal time on February 16, 2016. Answers to all questions will be shared with all prospective offerors.

C8. POINTS OF CONTACT

Ndeye Rahmatoulaye Gueye
 Procurement Agent
 REXO/USAID Senegal
nrgueye@usaid.gov

Samuel Carter
 Regional Executive Officer
 REXO/USAID Senegal
scarter@usaid.gov

SECTION D – PACKAGING AND MARKING (reserved)

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following Contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this Contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION

(48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES—	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services and other required deliverables or outputs will take place in Senegal.

The Contracting Officer has delegated to the COR the authority to inspect and accept certain services, reports and required deliverables and outputs as outlined in the COR designation letter and via clauses in the contract.

[END OF SECTION E]

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR —52.252-2 CLAUSES INCORPORATED BY REFERENCE in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48CFR Chapter 1)

NUMBER	TITLE	DATE
CPFF 52.242-15	STOP-WORK ORDER	AUG 1989
	ALTERNATE I	APR 1984

F.2 PERIOD OF PERFORMANCE

The estimated period of performance for this BPA Setup is two (02) years, with a possibility of extension.

F.3 PLACE OF PERFORMANCE

The place of performance under this contract is Senegal, as detailed in Section C of the RFP.

F.4 DELIVERABLES AND REQUIRED REPORTING

All deliverables and required reporting must be submitted in English language, unless otherwise specified. The contractor must promptly notify the Contracting Officer's Representative, of any problems, delays, or adverse conditions which materially impair the contractor's ability to meet the requirements of the contract.

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:
Regional Executive Office
Office USAID/SENEGAL

G.2 PAYING OFFICE

The paying office for this BPA is Financial Management Office, USAID/Senegal: Electronic submission of invoices must be submitted to:

The paying Office for this BPA is:

USAID/Senegal
Financial Management Office
New Embassy Compound
Route des Almadies
PO Box 49
Dakar, Senegal

OFM: dakar-usaid-ofm-pay@usaid.gov
CC: mniass@usaid.gov

G.3 ACCOUNTING AND APPROPRIATION DATA

This award is unfunded.

G.4 CONTRACTING OFFICER’S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this contract and notwithstanding any provisions contained elsewhere in this Contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract terms and conditions, including price.

G.5 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The Contracting Officer’s Representative will be appointed by the Contracting Officer prior to the time of award and designated here.

G.6 SUBMISSION OF INVOICES

After review and acceptance of the work by the COR, the BPA holder will submit one proper invoice, on a Standard Form-1034 (Public Voucher) to USAID/Senegal Financial Management office and copy to the COR. Invoices can be submitted either electronically or in paper; however electronic submission is preferred. The Financial Management Office will proceed to payment of the Standard Form 1034 upon receipt of the approval voucher by the COR and proof of acceptance of the final product.

Note: Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3909) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

Under no circumstances will any invoice exceed the dollar amount (ceiling price) for any funded DO.

The BPA holder shall submit to the USAID/Senegal Office of Financial Management an invoice for an amount not exceeding the maximum ordering amount along with a SF 1034.

All invoices submitted for payment shall clearly identify:

- BPA set up number
- Call order number
- Delivery date
- Amount due.

Electronic submission of invoice for each call order must be submitted to:

OFM : dakar-usaid-ofm-pay@usaid.gov
Cc: : mniass@usaid.gov

Payment will be made by Electronic Funds Transfer (EFT) and the BPA holder should provide us with the information below:

Name of Account Holder:

Bank:

Name:

Account No.:

Code Swift:

Bank Code:

To facilitate closeout of individual call orders placed under this BPA within thirty (30 days) of completion of any individual delivery order, the BPA holder shall present the final invoice to OFM and a copy to the Executive Officer.

NOTE: Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3909) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Since the USAID/U.S. Government (USG) prompt payment act involves about one month for payment after submission of invoice, (i.e. normally, no more or less than 30 days for payment), short duration assignments might only have one payment.

G.7 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998) (CPFF)

Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The Contracting Officers Representative (COR) is the authorized representative to approve vouchers under this contract. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar made during the period covered.

The SF-1034 should be supported with an attached timesheet approved by the COR and the requesting office.

Upon compliance by the Contractor with all the provisions of this contract, acceptance by the COR of the work and time attendance, USAID/Senegal shall promptly pay to the Contractor any amount due under the completion voucher.

All approvals which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records.

[END OF SECTION G]

H.1 CONFIDENTIALITY

The Contractor will not use or disclose any non-public information. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or results from the performance of this SOW. All documents, photocopies, computer data and any other information of any kind collected or received by the Consultant in connection with the contract work shall be provided to USAID/Senegal upon request at the termination of the contract.

The Consultant may not discuss the contract work in progress with any outside party, including responding to media and press inquiries. In addition, the Consultant may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter.

H.2 RELATIONSHIP

The Contractor will provide services to the USAID/Senegal as an independent contractor and not as an employee.

The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Agency may extend to its employees.

The Contractor is free to provide services to other clients, so long as such other clients are not in competition with the Company and so long as there is no interference with the Contractor's contractual obligations to USAID.

H.3 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

During the entire term work is performed under this contract, any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Consultant pursuant to the performance of this contract shall be considered and kept as the private, confidential and privileged records of USAID and will not be divulged to any person, consultant, corporation, regulatory agency or any other entity except upon the prior written consent of USAID. Furthermore, upon termination of this contract, that disclosure of any information obtained in the course of performance under this contract shall emanate only from USAID and to that end Consultant will continue to treat as private, privileged and confidential any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Consultant during the term of the contract and will not release any such information to any person, consultant, corporation, regulatory agency or any other entity.

SECTION I – CONTRACT CLAUSES

1.1 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):

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

AIDAR: <http://www.usaid.gov/ads/policy/300/aidar>

1.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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<http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-1	APPROVAL OF CONTRACT	DEC 1989
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	JUL 2013
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER	DEC 2012
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.232-1	PAYMENTS	APR 1984
52.232-25	PROMPT PAYMENT	JUL 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES ALTERNATE I	MAY 2014
52.233-3	PROTEST AFTER AWARD ALTERNATE I	DEC 1991
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	AUG 1996
		JUN 1985
		OCT 2004

52.245-1 GOVERNMENT PROPERTY
52.246-4 INSPECTION OF SERVICES – FIXED-PRICE
52.246-25 LIMITATION OF LIABILITY--SERVICES
52.253-1 COMPUTER GENERATED FORMS

APR 2012
APR 1996
FEB 1997
JAN 1991

1.3 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY FULL TEXT

52.225-13 Restrictions on Certain Foreign Purchases

(JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.233-3 Protest after Award

(AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Executive Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Executive Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Executive Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Executive Officer decides the facts justify the action, the Executive Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Executive Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Executive Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.244-6 Subcontracts for Commercial Items

(APR 2015)

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

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509),

if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Executive Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers 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.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212(a));

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(x)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xi) 52.222-55, Establishing a Minimum Wage for Contractors (E.O. 13658) (DEC 2014).

(xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

[END OF SECTION I]

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT 1

SF-1034 (PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL)

ATTACHMENT 2

BIO-DATA SHEET

ATTACHMENT 3

PROCESS FOR SAM REGISTRATION

ATTACHMENT 1

SF-1034 (PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL)

Revised October 1987 Department of the Treasury ITFM 4-2000 1034-121		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO.		
US. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION OFM C/O USAID/SENEGAL DAKAR, SENEGAL			DATE VOUCHER PREPARED 		SCHEDULE NO.			
[PAYEE'S NAME AND ADDRESS]			REQUISITION NUMBER AND DATE		PAID BY:			
					DATE INVOICE RECEIVED DISCOUNT TERMS PAYEE'S ACCOUNT NUMBER			
SHIPPED FROM NUMBER		TO ARTICLES OR SERVICES <i>(Enter description, item number of contract or federal supply schedule, and other information deemed necessary)</i>		WEIGHT UNIT PRICE QUAN- TITY COST PER		GOVERNMENT B/L NUMBER AMOUNT		
AND DATE OF ORDER		DATE OF DELIVERY OR SERVICE						
(Payee must NOT use the space below)			TOTAL					
PAYMENT APPROVED FOR		EXCHANGE RATE		DIFFERENCES				
COMPLETE BY 2								
PARTIAL				Amount verified, correct for				
FINAL				(Signature or initials)				
PROGRESS								
ADVANCE								
Pursuant to the authority vested in me, I certify that this voucher is correct and proper for payment.								
Deputy Controller								
(Date)		(Authorized Certifying Officer) 2		(TITLE)				
ACCOUNTING CLASSIFICATION								
CASH \$		DATE		PAYEE 3				
When stated in foreign currency, insert name of currency If the ability to certify and authority to approved are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE		
Previous edition usable								
1034-119 PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the payee. Failure to furnish this information will hinder discharge of the payment obligation.								

Access link: <http://tinyurl.com/k54v3bx>



OMB Control No. 0412-0520; Expiration Date: 02/28/2014

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET						
1. Name (Last, First, Middle)			2. Contractor's Name			
3. Employee's Address (include ZIP code)			4. Contract Number		5. Position Under Contract	
			6. Proposed Salary		7. Duration of Assignment	
8. Telephone Number (include area code)		9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)		
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment						
12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (see instruction on Page 2)		
NAME AND LOCATION OF INSTITUTION	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
					2/S	2/R
					2/S	2/R
					2/S	2/R
14. EMPLOYMENT HISTORY						
1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.						
2. Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions, consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.						
POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Annual Salary	
			From	To	Dollars	
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)						
SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Days at Rate	Daily Rate In Dollars
			From	To		
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.						
Signature of Employee					Date	
17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)						
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.						
Signature of Contractor's Representative					Date	

PROCESS FOR SAM REGISTRATION:



Quick Start Guide for Entities Interested in Being Eligible for Government Contracts



How to register your entity to be eligible for CONTRACTS in SAM:

Before you register, you need to know the following:

✓ What is an Entity?
 In SAM, your company/business/organization is now referred to as an "Entity."
 • REGISTERING IN SAM IS FREE.
 • If you were registered in CCR, your company's information is already in SAM. You just need to set up a SAM account. See the "Migrating Roles" Quick Start Guide.

✓ Your Entity's DUNS Number
 You need a DUNS to register your entity in SAM.
 • If you do not have a DUNS number, you can request a DUNS number for free by visiting D&B at <http://fedgov.dnb.com/webform>
 • It takes 1-2 business days to obtain a DUNS.

✓ Your Entity's Taxpayer Identification Number (TIN)
 You need your entity's Tax ID Number (TIN) and taxpayer name (as it appears on your last tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN.
 • A TIN is an Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS).
 • Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) if they do not have a TIN, but please be advised it will not be treated as privacy act data in SAM.
 • To obtain an EIN visit: www.irs.gov/businesses/small/article/0,id=102767,00.html
 • Activating a new EIN with the IRS takes 2-5 weeks.

✓ Steps For Registering Your Entity in SAM

1. Go to www.sam.gov
2. Create a Individual Account and Login
3. Click "Register New Entity" under "Register/Update Entity" on your "My SAM" page
4. Select your type of Entity
5. Select "Yes" to "Do you wish to bid on contracts?"
6. Complete "Core Data"
 - ✓ Validate your DUNS information
 - ✓ Enter Business Information (TIN, etc.)
 - ✓ Enter CAGE code if you have one. If not, one will be assigned to you after your registration is completed. Foreign registrants must enter NCAGE code.
 - ✓ Enter General Information (business types, organization structure, etc.)
 - ✓ Financial Information (Electronic Funds Transfer (EFT) Information)
 - ✓ Executive Compensation
 - ✓ Proceedings Details
7. Complete "Assertions"
 - ✓ Goods and Services (NAICS, PSC, etc.)
 - ✓ Size Metrics
 - ✓ EDI Information
 - ✓ Disaster Relief Information
8. Complete "Representations and Certifications"
 - ✓ FAR Responses
 - ✓ Architect-Engineer Responses
 - ✓ DFARS Responses
9. Complete "Points of Contact"
10. Your entity registration will become active after 3-5 days when the IRS validates your TIN information.

How do I get more information? Take a look at the SAM User Guide. 

✓ Go to Our Website: www.sam.gov

✓ Contact the SAM Help Desk: www.fsd.gov

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

- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other quoter or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the quoter, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER**JUL 2013**

- (a) Definition. "Data Universal Numbering System (DUNS) number", as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.
- (b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see subpart 32.11) for the same concern.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number-
 - (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

K.3 52.204-7 SYSTEM FOR AWARD MANAGEMENT

JUL 2013

(a) Definitions. As used in this provision-

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that-

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

**K.4 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES
ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING
TO IRAN-REPRESENTATION AND CERTIFICATION**

OCT 2015

(a) Definitions. As used in this provision-

“Person”-

(1) Means-

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“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\(b\)\(3\)](#)).

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

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with [25.703-4](#), by submission of its offer, the offeror-

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tl1sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

[END OF SECTION]

[END OF SECTION]

[END OF SOLICITATION]