



*Embassy of the United States of America  
Bogotá, D.C., Colombia*

October 24, 2008

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number **RFQ Number S-CO200-09-Q-0001** for English Language Instruction

The Embassy of the United States of America invites you to submit a quotation for language training services at the American Embassy – Bogota, Carrera 45 No. 24B-27, Bogota D. C., Colombia.

A pre-proposal conference to discuss the requirements of this solicitation will be held on **November 5, 2008 at 11:00 am**, local time, at the American Embassy, Carrera 45, 24B-27, Bogota.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the American Embassy – Bogota, General Services Office, Attention, Amy C. Furgason, at Carrera 45 No. 24B-27, **on or before November 14, 2008**. No late submissions will be accepted.

In order for a quotation to be considered, you must also complete and submit the following:

- Standard Form 1149. Please fill blocks numbers 2, 17, 23, 24, and 30.
- Section 1, A. Pricing
- Section 1, E, Listing and samples of Contractor Furnished Property
- Section 1, C.3 Requirements
- Section 3, Solicitation Provisions and Instructions to Offerors
- Section 5, Offeror Representations and Certifications
- Acknowledgement and Acceptance of Scope of Work

Direct any questions regarding this request for quotations to Hilda Sarmiento at 383- 2868 [SarmientoH@state.gov](mailto:SarmientoH@state.gov) during regular business hours. Questions may be submitted in writing no later than **November 7, 2008 at 4:00pm**.

Sincerely,

A handwritten signature in cursive script that reads "Amy Furgason".

Amy Furgason  
Contracting Officer

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE 1 OF				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER S-CO200-09-Q-0001		6. SOLICITATION ISSUE DATE <b>October 24, 2008</b>		
7. FOR SOLICITATION INFORMATION CALL		a. NAME <b>AMY FURGASON AND/OR HILDA SARMIENTO</b>				b. TELEPHONE NUMBER(No collect calls) <b>383-2198/383-2868</b>		8. OFFER DUE DATE/ LOCAL TIME ON OR BEFORE 4:00 P.M.		
9. ISSUED BY <b>AMERICAN EMBASSY-BOGOTA GENERAL SERVICE OFFICE CARRERA 45 #24B-27</b>			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS		
15. DELIVER TO <b>SAME AS BLOCK 9</b>			16. ADMINISTERED BY <b>SAME AS BLOCK 9</b>							
17a. CONTRACTOR/			18a. PAYMENT WILL BE MADE BY <b>FINANCIAL MANAGEMENT OFFICE CARRERA 45 #24B-27 BOGOTA, D.C. – COLOMBIA</b>							
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT	
	ENGLISH CLASSES FOR LOCALLY EMPLOYED STAFF. ESTIMATED MINIMUM OF SESSIONS PER YEAR ESTIMATED MAXIMUM OF SESSIONS PER YEAR  (Use Reverse and/or Attach Additional Sheets as Necessary)				<b>200</b> <b>3000</b>	SESSION SESSION				
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.										
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.										
<input checked="" 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 HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) <b>AMY C. FURGASON</b>			31c. DATE SIGNED		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ENGLISH CLASSES FOR LOCALLY EMPLOYED STAFF.  ESTIMATED NUMBER OF SESSIONS PER YEAR:  <div style="text-align: right;">             BASE YEAR              OPTION YEAR ONE              OPTION YEAR TWO           </div>	2000			

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	37. CHECK NUMBER
PARTIAL	FINAL			

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

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

## **TABLE OF CONTENTS**

### **Section 1 - The Schedule**

SF 1449 cover sheet

Continuation to SF-1449, **RFQ Number S-CO200-09-Q-0001**, Prices, Block 23 & Block 20

### **Section 2 - Contract Clauses**

Contract Clauses

Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

### **Section 3 - Solicitation Provisions**

Solicitation Provisions

Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

### **Section 4 - Evaluation Factors**

Evaluation Factors

Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

### **Section 5 - Representations and Certifications**

Representations and Certifications

Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not prescribed in Part 12

### **Attachment 1 - U.S. Department of State Foreign Service Institute Language Skills Description**

### **Attachment 2 - Foreign Language Training Performance Requirements Summary**

**SECTION 1 - THE SCHEDULE**

**CONTINUATION TO SF-1449 COVER PAGE, RFQ NUMBER S-CO200-09-Q-0001**

**PRICES, BLOCK 23 & BLOCK 20**

**A. PRICE AND PAYMENT**

**A.1 Price**

The Contractor shall provide **an estimated 2000 sessions/hours per year.**

Sessions shall be one hour in length and shall be scheduled between Monday and Friday 6:00 a.m. to 6:00 p.m. Contractor will schedule, as required, participants into large classroom sessions (up to 18 students per class), medium group sessions (up to 10 students per group), small group sessions (up to 6 students per group) and individual sessions (the latter available only to non-State agencies with agency authorization), unless mutually agreed upon by the Contractor and the Government.

Price per Hour: (in Col Ps)

	<u>Classroom</u>	<u>Group</u>	<u>Group</u>	<u>Individual</u>
	(18 Max)	(10 Max)	(6 Max)	(1 Max)
Base Year: \$	_____	_____	_____	_____
Option Year One: \$	_____	_____	_____	_____
Option Year Two: \$	_____	_____	_____	_____

**A.2 Payment**

The Contractor shall not submit an invoice for payment until all requirements identified in this contract have been completed and delivery to the COR is complete.

The Contractor shall submit an invoice for payment in the proper amount in Colombian Pesos (PSS) to the following address:

American Embassy – Bogotá  
General Services Office  
Carrera 45 No. 24B-27  
Bogotá D.C., Colombia

## **B. DEFINITIONS**

"COR" means Contracting Officer's Representative; see FAR 52.212-4 Contract Terms and Conditions – Commercial Items, in Section 2. "Government" means the United States Government unless otherwise stated.

## **C. PERFORMANCE WORK STATEMENT**

### **C.1 General Description**

The embassy's English Language Program provides English-language instruction to develop the linguistic competency needed by embassy personnel. Program instruction is provided in a classroom, medium group, small group and individual\* sessions. The Program is available to the Mission's eligible members to attain, maintain, and improve English language proficiency. (Note: Program eligibility is confirmed by the Contracting Officer's Representative (COR). The Program participants possess a broad-range of English-language proficiency. The English-language position description requirements range from "English-language preferred" to a "fluent proficiency required".

The Embassy's English Language Program offers year-round instruction to all participating agencies of the Mission (instruction may be delivered in segments of less than 12 months). The Program is designed to instruct a broad spectrum of employees (e.g., from chauffeurs in language-preferred positions to mid-level locally employed staff with moderate proficiency; from non-native born eligible family members encumbering local positions to senior locally-employed specialists with fluent proficiency). A student's progress is evaluated and documented by the contractor for submission to the student and mission management's representative (the COR).

The eligible members of the Mission to participate are:

- All Locally Employed Staff (LES) in language-designated positions;
- FSN 1-4 Locally Employed Staff (LES) in language-preferred and non-language designated positions;
- Eligible family members in language-designated positions; and,
- Eligible family members, not in language-designated positions, provided the sponsoring employee's agency headquarters authorizes.

\*Individual sessions are only available to non-State agencies with funding authorization.

### **C.2 Contract Outcomes**

- The Program enables employees with some language proficiency to maintain or improve their proficiency; and those without any language proficiency to acquire basic language proficiency. Acquired proficiency is measured through contractor-furnished

testing designed to measure an approximate of the Foreign Service Institute's language skills description level (see Attachment 1).

- The Program provides periodic verbal counseling to participants and written documented feedback (on progress made from initial assessment to the conclusion of a Program segment) to each participant and embassy management's representative (the COR).
- The Program provides instruction in a classroom, small group and individual setting to accommodate the broad range of participants' linguistic proficiency goals related to their embassy position.
- The Program provides cost effective language training by offering classroom and small group instruction (in addition to private sessions, when authorized by non-State agencies.)

### **C.3 Requirements**

- Contractor is responsible for providing training to enable participants to acquire, maintain, or improve language skills proficiency levels as defined by the Foreign Service Institute.
- Contractor is responsible for the supervision and performance of any instructor(s) he/she employs to implement the Program contract. Contractor will perform quality assurance in meeting the objectives and goals for the Program training.
- Contractor, and any instructors he/she employs, must have the equivalent of a 4/4 in both the Spanish and English languages. Contractor must furnish evidence of instructors' 4/4 English language proficiency.
- Contractor is responsible for providing sufficient instructors and sessions to meet the needs of the program (defined within this Scope of Work –SOW).
- Contractor is responsible for describing and/or furnishing a sample of method of instruction that will be employed to instruct.
- Contractor is responsible for furnishing references who can attest to contractor's ability to provide effective English language instruction (English as a second-language).
- A university degree in a field related to teaching English as a second language and a minimum of five-years of experience instructing English as a second language. Contractor is responsible for furnishing documentation of professional credentials -- both educational degree(s) related to teaching English as a second language and years of experience.

### **D. PERIOD OF PERFORMANCE**

The period of performance is one (1) base year from the date of the award of the contract, plus two one-year options to extend.

Class shall be given Monday through Friday from 6:00 a.m. to 6:00 p.m., in the following locations:

American Embassy – Bogotá, Carrera 45 No. 24B-27, Bogotá, and

Eldorado Airport, CATAM, Bogotá.

## **E. CONTRACTOR FURNISHED PROPERTY**

**E.1** The contractor provides all instructional materials including students' textbooks and workbooks (for use in the classroom), class exercises, handouts, tests, and audio-visual media.

**E.2** The contractor provides other required classroom materials such as newspapers, magazines, dictionaries, or photocopied materials, written in the designated language for use by the students in exercises or testing.

**E.3** The contractor provides all necessary site support materials, including items such as videos, cassettes additional exercise books, tests, all listening, writing, speaking, and reading material.

**E.4** The contractor shall provide instructor supervisor(s) who will supervise the performance of work under the contract, and who will perform quality assurance in meeting the objectives and goals for that training.

## **F. GOVERNMENT-FURNISHED PROPERTY AND INFORMATION**

The USG provides classroom space, tables, chairs and chalkboard or erasable marker-whiteboard.

The USG may furnish other property, materials and information such as English language magazines, audio-visual equipment, flip chart and easel, video-cassette player, and, expendable/consumable classroom supplies (i.e., paper, pencils, pens, chalk, markers and binders).

## **G. SPECIFIC TASKS**

The ultimate goal of the English Language Program instruction is to provide the students with the skills and knowledge necessary to reach the English language proficiency level for their embassy position. Following are the main tasks to reach this goal:

**G.1** Contractor provides initial testing of each participant's English-language proficiency for assessment of placement into the appropriate level of English-language instruction.

Assessments and placement will occur within two weeks of the start of a Program segment.

**G.2** Contractor provides, and develops as needed, all teaching materials and Program segment curriculum.

**G.3** Contractor provides progressive instruction to develop verbal, written, comprehension, grammar, and conversation skills.

**G.4** Contractor provides instruction and teaching materials tailored to improve employees' ability to perform position requirements.

**G.5** Contractor provides (*as needed*) four levels of instruction to achieve approximately the FSI language proficiency skills levels described as elementary, limited working, and general professional and advanced professional.

**G.6** Contractor evaluates participants' interim progress by quarterly testing; and assesses

proficiency at conclusion of a segment to:

- Determine the student's progress in training;
- Identify areas of weakness where supplemental training may be needed; and,
- Quantify the student's current level of knowledge and proficiency.

#### **G.7 Student Progress Documentation, Training Recommendations, and Counseling**

The contractor documents each student's progress during training and prepares a training recommendation for each student at the conclusion of the first quarter of a Program segment. The contractor counsels each student on performance and discusses the training recommendation. The training plan states specific plans for remedial, or supplementary use of supportive training materials, or use of tutoring and personalized training techniques. Contractor documents tested proficiency for student and embassy management (COR) at the conclusion of a Program segment.

#### **G.8 Training Logistics**

- The contractor keeps student attendance records and submits copy with invoices.
- Contractor schedules, as required, participants into classroom (up to 18 students per class), medium group (up to 10 students per group), small group (up to 6 students per group) and individual sessions (the latter available only to non-State agencies with agency authorization).
- Contractor provides *elementary* language instruction sessions: one session at 5:00 p.m. (if needed) and sessions during embassy-designated core lunch hours (11:00 a.m. to 2:00 p.m.) in a sufficient quantity to accommodate embassy management's need. Both the 5:00 p.m. and lunch-hour classroom sessions are 40 minutes, three times a week. (For *Locally Employed Staff* in FSN 1-4 language-preferred positions and non-language designated positions.)
- Contractor may provide, as needed, group 60-minute sessions two times per week between the hours of 8:00 a.m. and 5:00 p.m.
- Contractor provides Program participants the COR-provided evaluation survey at the conclusion of the third quarter of every Program segment. Contractor provides completed surveys to the COR within two weeks of the beginning of the 4th quarter of the Program segment.

### **H. SPECIFIC MEASURES OF PERFORMANCE**

Contractor's performance indicators:

The progress proficiency assessment documented by the contractor at the conclusion of a Program segment.

Note: Students are expected to have demonstrated noticeable progress and improvement by the conclusion of a Program Segment (relative to the level of instruction attended).

Positive evaluations submitted by student and participating-agencies; and the ratio of positive to negative evaluations received. Negative evaluations should be no more than 15% of all evaluations received

*Note: The student evaluations will be distributed to students by the contractor at the conclusion of the third quarter of each Program segment. The completed evaluations will be collected by the contractor and delivered to the COR within two weeks of the beginning of the 4th quarter of the module.*

*The COR will similarly distribute, and collect, evaluations to participating agencies (i.e., the American supervisors of the participants) to assess agency satisfaction with the Program as observed increased proficiency or attainment of basic proficiency.*

Unsolicited concerns and accolades brought to management's attention by participants and participating agencies. Verified complaints should be no more than two per Program segment.

*(Note: The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the contractor for corrective action.)*

Contractor's attendance and punctuality for each session offered. Measured by unannounced surveillance by the COR and reports from participants regarding contractor tardiness or absence.

#### **I. CONTRACTOR DELIVERABLES**

- Attendance records submitted with invoices to the COR on a monthly basis.
- Written documentation of progress (copy of each student's evaluated Unit reviews), including concluding proficiency assessment, to the participant and COR the final week of each segment.

#### **J. PROGRESS AND COMPLIANCE**

- Periodic unannounced COR visits to the classroom to assess compliance with the contract
- Reports from student participants and sponsoring agencies

## ATTACHMENT 1

### U.S. DEPARTMENT OF STATE FOREIGN SERVICE INSTITUTE LANGUAGE SKILLS DESCRIPTION

#### Preface

The following descriptions of proficiency levels characterize spoken-language use. Each higher level implies control of the previous level's functions and accuracy.

#### **Speaking 0**

(No Proficiency)

Unable to function in the spoken language.

- Oral production is limited to occasional isolated words.
- Has essentially no communicative ability.

#### **Speaking 0+**

(Memorized Proficiency)

Able to satisfy immediate needs using rehearsed utterances.

- Shows little real autonomy of expression, flexibility, or spontaneity.
- Can ask questions, make statements with reasonable accuracy only with memorized utterances, or formulae.
- Attempts at creating speech are usually unsuccessful.

#### **Examples:**

1. The individual's vocabulary is usually limited to areas of immediate survival needs.
2. Most utterances are telegraphic; that is, functors (linking words, markers, and the like) are omitted, confused, or distorted.
3. An individual can usually differentiate most significant sounds when produced in isolation, but, when combined in words or groups of words, errors may be frequent.
4. Even with repetition, communication is severely limited, even with people used to dealing with foreigners.
5. Stress, intonation, tone, etc. are usually quite faulty.

#### **Reading 0**

(No Proficiency)

No practical ability to read the language.

- No practical ability to read the language.
- Consistently misunderstands or cannot comprehend at all.

#### **Reading 0+**

(Memorized Proficiency)

Can recognize all the letters in the printed version of an alphabetic system and high-frequency

elements of a syllabary or a character system.

- Is able to read some or all of the following: numbers, isolated words and phrases, personal and place names, street signs, office and shop designations, although these are often inaccurately interpreted.
- Is unable to read connected prose.

### **Speaking 1**

(Elementary Proficiency)

Able to satisfy minimum courtesy requirements and maintain very simple face-to-face conversations on familiar topics.

- A native speaker must often use slowed speech, repetition, paraphrasing, or a combination of these to be understood.
- Similarly, the native speaker must strain and employ real-world knowledge to understand even simple statements/questions.
- This speaker has a functional, but limited proficiency.
- Misunderstandings are frequent, but the individual is able to ask for help and to verify comprehension of native speech in face-to-face interaction.
- The individual is unable to produce continuous discourse except with rehearsed material.

### **Examples:**

1. Structural accuracy is likely to be random or severely limited.
2. Time concepts are vague.
3. Vocabulary is inaccurate, and its range is very narrow.
4. The individual often speaks with great difficulty.
5. By repeating themselves, such speakers can be understood by native speakers who are in regular contact with foreigners, but there is little precision in the information.
6. Needs, experience, or training may vary greatly from individual to individual; for example, speakers at this level may have encountered quite different vocabulary areas.
7. The individual can typically satisfy predictable, simple, personal, and accommodation needs; generally meet courtesy, introduction, and identification requirements; exchange greetings; elicit and provide, for example, predictable and skeletal biographical information.
8. Might be able to give information about business hours, explain routine procedures in a limited way, and state in a simple manner what actions will be taken.
9. Might be able to formulate some questions even in languages with complicated question constructions.
10. Almost every utterance may be characterized by structural errors and errors in basic grammatical relations.
11. Vocabulary is extremely limited and characteristically does not include modifiers.
12. Pronunciation, stress, and intonation are generally poor, often heavily influenced by another language.
13. Use of structure and vocabulary is very imprecise.

### **Speaking 1+**

Can initiate and maintain predictable face-to-face conversations and satisfy limited social demands.

- May have a little understanding of social conversation conventions.
- The interlocutor is generally required to strain and employ real-world knowledge to understand even simple speech.
- The speaker at this level may hesitate and may have to change subjects due to lack of language resources.
- Range and control of the language are limited.
- Speech largely consists of a series of short, discrete utterances.

### **Examples:**

1. The individual is able to satisfy most travel and accommodation needs and a limited range of social demands beyond exchange of skeletal biographic information.
2. Speaking ability may extend beyond immediate survival needs.
3. Accuracy in basic grammatical relations is evident, although not consistent.
4. May exhibit the more common forms of verb tenses, for example, but may make frequent errors in formation and selection.
5. While some structures are established, errors occur in patterns that are more complex.
6. The individual typically cannot sustain coherent structures in longer utterances or unfamiliar situations.
7. Ability to describe and give precise information is limited.
8. Person, space, and time references are often used incorrectly.
9. Pronunciation is understandable to natives used to dealing with foreigners.
10. Can combine most significant sounds with reasonable comprehensibility, but has difficulty in producing certain sounds in certain positions or in certain combinations.
11. Speech will usually be labored.
12. Frequently has to repeat utterances to be understood by the general public.

### **Reading 1**

(Elementary Proficiency)

Sufficient comprehension to read very simple connected written material in a form equivalent to usual printing or typescript.

- Can read either representation of familiar formulaic verbal exchanges or simple language containing only the highest frequency structural patterns and vocabulary, including shared international vocabulary items and cognates (when relevant).
- Is able to read and understand known language elements that have been recombined in new ways to achieve different meanings at a similar level of simplicity.
- Texts may include simple narratives of routine behavior; highly predictable descriptions of people, places, or things; and explanations of geography and government such as those simplified for tourists.
- Some misunderstandings possible in simple texts.

- Can get some main ideas and locate prominent items of professional significance in more complex texts.
- Can identify general subject matter in some authentic texts.

### **Reading 1+**

Sufficient comprehension to understand simple discourse in printed form for informative social purposes.

- Can read material such as announcements of public events, simple prose containing biographical information or narration of events, and straightforward newspaper headlines.
- Can guess at unfamiliar vocabulary in common contexts, but with difficulty in unfamiliar contexts.
- Can understand some main ideas and locate routine information of professional significance in more complex texts.
- Can follow essential points of written discussion at an elementary level on topics in special professional field.
- In commonly taught languages, may not control the structure well.
- For example, often misinterprets basic grammatical relations, and temporal reference may rely primarily on lexical items as time indicators.
- Has some difficulty with the cohesive factors in discourse, such as matching pronouns with referents.
- May have to read material several times for understanding.

### **Speaking 2**

(Limited Working Proficiency)

Able to satisfy routine social demands and limited work requirements.

- Can handle routine work-related interactions that are limited in scope.
- In more complex and sophisticated work-related tasks, usage generally disturbs the native speaker:
- Can handle with confidence, but not with facility, most normal high-frequency social conversational situations, including extensive but casual conversations about current events, as well as work, family, and autobiographical information.
- The individual can get the gist of most everyday conversations, but has some difficulty understanding native speakers in situations that require specialized or sophisticated knowledge.
- The individual's utterances are minimally cohesive.
- Linguistic structure is usually not very elaborate and not thoroughly controlled; errors are frequent.
- Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

**Examples:**

1. The individual can typically ask and answer predictable questions in the workplace and give straightforward instructions to subordinates.
2. The individual can participate in personal and accommodation-type interactions with elaboration and facility; that is, can give and understand complicated, detailed, and extensive directions and make non-routine changes in travel and accommodation arrangements.
3. Simple structures and basic grammatical relations are typically controlled; however, there are areas of weakness.
4. In the commonly taught languages, these [areas of weakness] may be simple markings such as plurals, articles, linking words, and negatives, or more complex structures such as tense/aspect usage, case morphology, passive constructions, word order, and embedding.

### **Speaking 2+**

Able to satisfy most work requirements with language usage that is often, but not always, acceptable and effective.

- The individual shows considerable ability to communicate effectively on topics relating to particular interests and special fields of competence.
- Often shows a high degree of fluency and ease of speech, yet when under tension or pressure, the ability to use the language effectively may deteriorate.
- Comprehension of normal native speech is typically nearly complete.
- The individual may miss cultural and local references and may require a native speaker to adjust to limitations in some ways.
- Native speakers often perceive the individual's speech to contain awkward or inaccurate phrasing of ideas, use mistaken time, space, and person references, or to be in some way inappropriate, if not strictly incorrect.

### **Examples:**

1. Typically, the individual can participate in most social, formal, and informal interactions; however, limitations either in range of contexts, types of tasks, or level of accuracy hinder effectiveness.
2. The individual may be ill at ease with the use of the language either in social interaction or in speaking at length in professional contexts.
3. Is generally strong in either structural precision or vocabulary, but not in both.
4. Weakness or unevenness in structure or vocabulary, or in pronunciation, occasionally results in miscommunication.
5. Normally controls, but cannot always easily produce, general vocabulary.
6. Discourse often lacks cohesiveness.

### **Reading 2**

(Limited Working Proficiency)

Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on subjects within familiar contexts.

- Able to read, with some misunderstandings, straightforward, familiar, factual material, but in general insufficiently experienced with the language to draw inferences from the linguistic aspects of the text.
- Can locate and understand the main ideas and details in material written for the general reader.
- May be able to summarize or perform sorting and locating tasks with written texts that are well beyond general proficiency level if the individual has professional knowledge of a subject.
- Can read uncomplicated, but authentic prose on familiar subjects that are normally presented in a predictable sequence to aid the reader in understanding.
- Texts may include descriptions and narrations in contexts such as news items describing frequently occurring events, simple biographical information, social notices, formulaic business letters, and simple technical material written for the general reader.
- Generally, can read prose that is predominantly in straightforward/high-frequency sentence patterns.
- Does not have a broad active vocabulary (that is, which he or she recognizes immediately on sight), but is able to use contextual and real-world cues to understand the text.
- Is typically able to answer factual questions about authentic texts of the types described above.

### **Reading 2+**

Sufficient comprehension to understand most factual material in non-technical prose as well as some discussions on concrete topics related to special professional interests.

- Is markedly more proficient at reading materials on a familiar topic.
- Is able to separate the main ideas and details from lesser ones and uses that distinction to advance understanding.
- Is able to use linguistic context and real-world knowledge to make sensible guesses about unfamiliar material.
- Has a broad active reading vocabulary.
- Is able to get the gist of main and subsidiary ideas in more sophisticated texts.
- Weaknesses include slowness, uncertainty and inability to discern nuance, figurative language, and/or intentionally disguised meaning.

### **Speaking 3**

(General Professional Proficiency)

Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics.

- Nevertheless, the individual's limitations generally restrict the professional contexts of language use to matters of shared knowledge and/or international convention.
- Discourse is cohesive.

- The individual uses the language acceptably, but with some noticeable imperfections; yet, errors virtually never interfere with understanding and rarely disturb the native speaker.
- The individual can effectively combine structure and vocabulary to convey his/her meaning accurately.
- The individual speaks readily and fills pauses suitably.
- In face-to-face conversation with natives speaking the standard dialect at a normal rate of speech, comprehension is quite complete.
- Although cultural references, proverbs, and the implications of nuances and idiom may not be fully understood, the individual can easily repair the conversation.
- Pronunciation may be obviously foreign.
- Individual sounds are accurate; but stress, intonation, and pitch control may be faulty.

### **Examples:**

1. The individual can typically discuss particular interests and special fields of competence with reasonable ease.
2. Can use the language as part of normal professional duties such as answering objections, clarifying points, justifying decisions, understanding the essence of challenges, stating and defending policy, conducting meetings, delivering briefings or other extended and elaborate informative monologues.
3. Can reliably elicit information and informed opinion from native speakers.
4. Structural inaccuracy is rarely the major cause of misunderstanding.
5. Use of structural devices is flexible and elaborate.
6. Without searching for words or phrases, the individual uses the language clearly and relatively naturally to elaborate concepts freely and make ideas easily understandable to native speakers.
7. Errors occur infrequently except in highly complex structures.

### **Speaking 3+**

Is often able to use the language to satisfy professional needs in a wide range of sophisticated and demanding tasks.

### **Examples:**

1. Despite obvious strengths, the individual may exhibit some hesitancy, uncertainty, effort, or errors that limit the range of language-use tasks that can be reliably performed.
2. Typically, there is particular strength in fluency and one or more, but not all, of the following:
  - Breadth of lexicon, including low- and medium-frequency items, especially socio-linguistic/cultural references and nuances of close synonyms;
  - Structural precision, with sophisticated features that are readily, accurately, and appropriately controlled (such as complex modification and embedding in Indo-European languages);

- Discourse competence in a wide range of contexts and tasks, often matching a native speaker's strategic and organizational abilities and expectations.
3. Occasional patterned errors occur infrequently except in highly complex structures

### **Reading 3**

(General Professional Proficiency)

Able to read at a normal speed and with almost complete comprehension of a variety of authentic prose material on unfamiliar subjects.

- Reading ability is not dependent on subject matter knowledge, although it is not expected that the individual can thoroughly comprehend subject matter that is highly dependent on cultural knowledge or outside his or her general experience without an accompanying explanation.
- Text-types include news stories similar to wire service reports or international news items in major periodicals, routine correspondence, general reports, and technical material in his/her professional field. All of these may include hypothesis, argumentation, and supported opinions.
- Misreading is rare.
- Is almost always able to interpret material correctly, relate ideas, and "read between the lines" (i.e. understand the writers' implicit intentions).
- Can get the gist of more sophisticated texts, but may be unable to detect or understand subtlety and nuance.
- Rarely has to pause over or reread general vocabulary.
- However, may have trouble with unusually complex structure and low-frequency idioms.

### **Reading 3+**

Can comprehend a variety of styles and forms pertinent to professional needs.

- Rarely misinterprets such texts as described above, or experiences difficulty relating ideas or making inferences.
- Is able to comprehend many sociolinguistic and cultural references.
- However, may miss some nuances and subtleties.
- Is able to comprehend a considerable range of intentionally complex structures, low-frequency idioms, and uncommon connotative intentions; however, accuracy is not complete.
- Is typically able to read with facility and appreciate contemporary expository, technical, or literary texts that do not rely heavily on slang and unusual idioms.

### **Speaking 4**

(Advanced Professional Proficiency)

Able to use the language fluently and accurately on all levels normally pertinent to professional needs.

- The individual's language usage and ability to function are fully successful.

- Organizes discourse well, using appropriate rhetorical speech devices, native cultural references, and understanding.
- Language ability only rarely hinders performance of any task; yet the individual would seldom be perceived as a native.
- Speaks effortlessly and smoothly and is able to use the language with a high degree of effectiveness, reliability, and precision for all representational purposes within the range of personal and professional experience and scope of responsibilities.
- Can serve as an informal interpreter in a range of unpredictable circumstances.
- The individual can perform extensive, sophisticated language tasks, encompassing most matters of interest to well-educated native speakers, including tasks that do not bear directly on a professional specialty.

**Examples:**

1. Can discuss in detail concepts that are fundamentally different from those of the target culture and make those concepts clear and accessible to the native speaker.
2. Similarly, the individual can understand the details and ramifications of concepts that are culturally or conceptually different from his/her own.
3. Can set the tone of interpersonal official, semi-official, and non-professional verbal exchanges with a representative range of native speakers (in a range of varied audiences, purposes, tasks, and settings).
4. Can play an effective role among native speakers in such contexts as conferences, lectures, and debates on matters of disagreement.
5. The individual can advocate a position at length, both formally and in chance encounters, using sophisticated verbal strategies.
6. Understands and reliably produces shifts of both subject matter and tone.
7. Can understand native speakers of the standard and other major dialects in essentially any face-to-face interaction.

**Speaking 4+**

Speaking proficiency is regularly superior in all respects, usually equivalent to that of a well-educated, highly articulate native speaker.

- Language ability does not impede the performance of any language-use task.
- However, the individual would not necessarily be perceived as culturally native.

**Examples:**

1. The individual organizes discourse well, employing functional rhetorical speech, devices, native cultural references and understanding.
2. Effectively applies a native speaker's social and circumstantial knowledge.
3. However, cannot sustain that performance under all circumstances.
4. While the individual has a wide range and control of structure, an occasional non-native slip may occur.
5. The individual has a sophisticated control of vocabulary and phrasing that is rarely imprecise, yet there are occasional weaknesses in

#### **Reading 4**

(Advanced Professional Proficiency)

Able to read fluently and accurately all styles and forms of the language pertinent to professional needs.

- Has extensive enough experience with the written language to relate inferences in the text to real-world knowledge and understand almost all socio-linguistic and cultural references.
- Is able to "read beyond the lines" (i.e. to understand the full ramifications of texts in their wider cultural, political, or social environment).
- Is able to read and understand the intent of writers' use of nuance and subtlety.
- Can discern relationships among sophisticated written materials in the context of broad experience.
- Can follow unpredictable turns of thought readily in, for example, editorial, conjectural, and literary texts in any subject matter area directed to the general reader.
- Can read essentially all materials in a special field, including official and professional documents and correspondence.
- Recognizes all professionally relevant vocabulary known to the educated non-professional native, although may have some difficulty with slang.
- Can read reasonably legible handwriting without difficulty.
- Is almost as accurate as a well-educated native reader.

#### **Reading 4+**

Nearly native ability to read and understand extremely difficult or abstract prose, a very wide variety of vocabulary, idioms, colloquialisms, and slang.

- Has strong sensitivity to and understanding of socio-linguistic and cultural references.
- Has little difficulty reading and writing that is not fully legible.
- Can "read beyond the lines" (i.e. understand the full ramifications of texts in their wider cultural, political, or social environment) nearly as well as a well-read or well-educated native reader.
- Is nearly as accurate as a well-educated native reader, but not equivalent.

**ATTACHMENT 2: Foreign Language Training**  
**PERFORMANCE REQUIREMENTS SUMMARY**

PERFORMANCE REQUIREMENT	PERFORMANCE STANDARD	PERFORMANCE MEASUREMENT
<b>Listening Proficiency</b> Oral Recognition and Response Reception and Initial Contact	Required Proficiency Level: At least 90% of the students tested in each class shall be able to answer correctly at least 95% of the selected vocabulary questions used in context.	Performance will be measured by standardized oral testing, administered periodically to track student development, and training outcomes.
<b>Social Conversation</b>	Required Proficiency Level: At least 85% of the students tested in each class shall be able to answer correctly at least 90% of the selected vocabulary questions when used in conversational exchange.	Performance will be measured by standardized oral testing, administered periodically to track student development, and training outcomes.
<b>Reading Comprehension</b> Recognition and Subject Matter Comprehension	Required Proficiency Level: At least 85% of the students tested in each class shall be able to comprehend and correctly respond to at least 90% of the written communications questions in which the selected vocabulary is presented.	Performance will be measured by standardized written testing, administered periodically to track student development, and training outcomes.
<b>Quality of Supervision</b> Instructor Supervision.	COR shall receive no more than two valid complaints concerning quality of instruction, received during a one month period.	Review complaint logs, review quality control activities and results, observation, and Government-conducted customer survey.
<b>Documentation and Reporting Requirements:</b> Student Testing: Administer standardized tests, gather required information on testing results, and analyze results.	Each report containing statistical or required information is accurately prepared and presented. At least 95% of the information gathered must be relevant and accurate.	Review records and reports randomly verify testing procedures, observation, and detailed analysis.
<b>Student Progress Documentation and Training Recommendations</b>	No more than 95% of the student progress reports required during the reporting period were received late or were missing.	Review operational logs, data bases, statistics, or through observation.
<b>Student Counseling:</b> Counsel students on performance and recommending corrective actions, if required.	All the students assigned will receive counseling on a bi-weekly basis and all students considered in danger of failing proficiency tests, will receive counseling each week.	Review records and contact reports, randomly verify through student surveys, observation, and individual interviews.

## **I. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The Contracting Officer's Representative (see clause 652.242-70 in Section 2 Addendum) will provide specific guidance and answer questions relative to the requirement described in paragraph C. above. The COR for this contract is: Diana Muñoz, Human Resources Specialist.

## **J. QUALITY ASSURANCE AND SUPERVEILLANCE PLAN (QASP)**

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

<b>Performance Objective</b>	<b>Work Requirements Para</b>	<b>Performance Threshold</b>
<b><u>Services.</u></b>	All paragraphs in Section C., and all paragraphs in Section D	All required services are performed and no more than two (2) customer complaint is received per month

### **J.1 SURVEILLANCE**

The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

### **J.2 STANDARD**

The performance standard is that the Government receives no more than two (2) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

### **J.3 PROCEDURES**

- a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- b) The COR will complete appropriate documentation to record the complaint.

- c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

#### **K. IDENTIFICATION OF CONTRACTORS**

- a) Anytime Contractor personnel work on site at a Department facility, they must:
  - i. Display appropriate identification badges issued by the Department of State; and
  - ii. Clearly identify themselves and their contractor affiliation in meetings.
- b) Anytime Contractor personnel use the Department's email system, they must use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- c) Contractor personnel must ensure that their contractor affiliation is identified in all Departmental e-mail and phone listings whenever contractor personnel are included in those listings.
- d) Contractor personnel cannot utilize Department of State logos or indicia on business cards.

## SECTION 2 - CONTRACT CLAUSES

None

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2007), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27B).

ADDENDUM TO 52.212-4

None

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

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

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

- a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553). (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)
- b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

	Clause Number and Title
	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402) (SEPT 2006). <i>[Check if order exceeds \$100,000]</i>
	(2) – (16) [Reserved].
	(17) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JUN 2008) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose</i>

	<i>employees who will be performing the work were recruited within the U.S.]</i>
	(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212). <i>[Check if you have included the clause 52.222-35]</i>
	(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). <i>[check if over \$100,000]</i>
	(24)(i) 52.222-50 Combating Trafficking in Persons (AUG 2007)
	(ii) Alternate I (AUG 2007) of 52.222-50 <i>[Check if local law identifies "off limit establishments"]</i>
	(25)-(29) Reserved
	(30) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). <i>[Check if the order is for supplies and the amount exceeds \$193,000]</i>
X	(31) 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). <i>[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC]</i>
	(32-35) Reserved
	(36) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). <i>[Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
X	(37) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]</i>
	(38-39) Reserved
	(40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). <i>[Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>
	(ii) Alternate I (APR 2003) of 52.247-64. <i>[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

c) [Reserved]

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) [Reserved]

## ADDENDUM TO CONTRACT CLAUSES

### FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

#### 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:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
---------------	-----------------------

Inconsistency between English Version and Translation of Contract (FEB 2000)

52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003)

The following FAR clauses are provided in full text:

[52.216-18 ORDERING (OCT 1995)]

a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

See Section D

b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 session the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of **10 hours per week**
- (2) Any order for a combination of items in excess of **500 sessions**; or
- (3) A series of orders from the same ordering office within **5 business days**

that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within than **5 business days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

- a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years, including base and all option years.

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

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- b) Invoice Submission. The contractor shall submit invoices in an original and one (1) copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e). The contractor shall show Value Added Tax (VAT), if applicable, as a separate item on invoices submitted for payment.
- c) Contractor Remittance Address. The Government will make payment to the contractor's

address stated on the cover page of this contract, unless a separate remittance address is shown below:

---

---

---

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during working hours, Monday through Friday from 6:00 a.m. to 6:00 p.m., except for the holidays identified below. The Contracting Officer's Representative may approve other hours. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

**The following is the list of holidays which will be observed during calendar year 2009:**

January 1	Thursday	(A-C)	New Year's Day
January 12	Monday	(C)	Epiphany
January 19	Monday	(A)	Martin Luther King Jr's Birthday
February 16	Monday	(A)	Washington's Birthday
March 23	Monday	(C)	St. Joseph's Day
April 9	Thursday	(C)	Holy Thursday
April 10	Friday	(C)	Good Friday
May 1	Friday	(C)	Labor Day
May 25	Monday	(A-C)	Memorial Day – Ascension Day
June 15	Monday	(C)	Corpus Christie
June 29	Monday	(C)	Sts. Peter and Paul
July 3 (*)	Friday	(A)	Independence Day
July 20	Monday	(C)	Independence Day
August 7	Friday	(C)	Battle of Boyacá
September 7	Monday	(A)	Labor Day
October 12	Monday	(A-C)	Columbus Day
November 11	Wednesday	(A)	Veterans Day
November 26	Thursday	(A)	Thanksgiving Day
December 8	Tuesday	(C)	Feast of the Immaculate Conception
December 25	Friday	(A-C)	Christmas Day Holiday

(A) - American Holidays

(C) - Colombian Holidays

Although June 22, August 17, November 2 and November 16 are Colombian holidays, American and Locally Employed Staff are expected to be at work unless they have pre-approved leave by their supervisors.

(\* July 4, 2009 is a holiday for most employees. However, employees whose regular tour of duty includes work on Saturday will observe this holiday on July 3, 2009 (July 4, 2009 will be a regular work day for these employees).

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

- a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- b) The COR for this contract is Diana Muñoz, Human Resources Specialist

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

1. Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

2. Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

3. Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

4. Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

5. Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

6. Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

1. Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

2. Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

3. Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

4. Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

5. Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of

employment of such individual within the boycotting country; and,

6. Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

a) The contractor warrants the following:

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

2. That it has obtained all necessary licenses and permits required to perform this contract; and,

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

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

### SECTION 3 - SOLICITATION PROVISIONS

**FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).**

ADDENDUM TO 52.212-1

None

#### **ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

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. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
---------------	-----------------------

Contractor Identification Number --Data Universal Numbering System (DUNS)Number (DEC 1996)	
--	--

52.214-34	Submission of Offers in the English Language (APR 1991)
-----------	---

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

### **Instructions to Offerors**

Offerors shall submit as a part of the proposal the following:

1. Contractor, and any instructors he/she employs, must have the equivalent of a 4/4 in both the Spanish and English languages. Contractor must furnish evidence of instructors' 4/4 English language proficiency.
2. Contractor is responsible for providing sufficient instructors and sessions to meet the needs of the program (defined within this Scope of Work –SOW).
3. Contractor is responsible for describing and/or furnishing a sample of method of instruction that will be employed to instruct.
4. Contractor is responsible for furnishing references who can attest to contractor's ability to provide effective English language instruction (English as a second-language).
5. A university degree in a field related to teaching English as a second language and a minimum of five-years of experience instructing English as a second language. Contractor is responsible for furnishing documentation of professional credentials -- both educational degree(s) related to teaching English as a second language and years of experience.
6. Evidence that the offeror has the authorization to operate and do business in Colombia

## SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. Offerors shall submit all information requested in Section 3, Solicitation Provisions and the RFQ.

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

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

## **ADDENDUM TO EVALUATION FACTORS**

### **FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUNE 2008)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(b)

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

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

---

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

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

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

(c-d) Reserved

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Reserved.

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the

United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

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

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

---

---

---

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.      Country of Origin

---

---

---

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products:

Line Item No.      Country of Origin

---

---

---

[List as necessary]

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

(h) Certification Regarding 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) Reserved

(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 (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

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 it does not conduct any restricted business operations in Sudan.

**ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS**

**FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following DOSAR provision is provided in full text:  
652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

a) Definitions. As used in this provision:

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

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

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

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

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

*(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:*

<i>Category</i>	<i>Yes/No</i>	<i>Number</i>
<i>(1) United States citizens or residents</i>		
<i>(2) Individuals hired in the United States, regardless of citizenship</i>		
<i>(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws</i>		<i>Local nationals: _____</i> <i>Third Country Nationals: _____</i>
<i>(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws</i>		<i>Local nationals: _____</i> <i>Third Country Nationals: _____</i>

(b) The contracting officer has determined that for performance in the country of [contracting officer insert country of performance and check the appropriate block below] –

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)