

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE June 22, 2020		4. REQUISITION/PURCHASE REQ. NO. PR9172046		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Embassy Nairobi, Kenya P.O. Box 606-00621, Village Market				7. ADMINISTERED BY (If other than Item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)						9a. AMENDMENT OF SOLICITATION NO. <b>19KE5020Q0013</b>	
						9b. DATED (SEE ITEM 11) June 03, 2020	
						10a. MODIFICATION OF CONTRACT/ORDER NO.	
						10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>3</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p><b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>   </u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>A. The solicitation is amended to correct text and line item numbering as follows;</p> <p>i. Under Section 1- The "Value Added Tax" text is amended to include the statement that "the U.S. Embassy is zero-rated for VAT." (page 6)</p> <p>ii. Under Section 1 – The Schedule is amended to edit daily rate pricing table text (page 7) to read, "Minivan capacity 6-8 with driver unit." This applies to the base year and each of the option years (Pages 16,24,33 and 42)</p> <p>iii. Under Section 1- The Pricing table correct the line item numbering from line 150 to 237 for Base and Option Years (pages 12-50) .</p> <p>iv. Under continuation to SF 1449, the schedule of services is amended per paragraphs 4.1 (page 53) to read " Minivan Capable of carrying 6-8 Passengers"</p> <p>v. Under Section 2- The information related VAT payments has been deleted. (page 75).</p> <p>vi. To incorporate under section 2, a new FAR clause and provision as required in FAC 2020-06 updates.</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER Lance Posey			
5B. NAME OF CONTRACTOR/OFFEROR BY (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED	

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449  
PRICES, BLOCK 23

I. SCOPE OF SERVICES

The Contractor shall provide passenger transportation services, vehicles with drivers for the official use at U.S. Embassy Nairobi.

This is an indefinite-delivery, indefinite-quantity, type contract with firm-fixed rates.

The contract will be for a **one-year** period with four one-year renewable options and individual delivery orders shall be issued for specified services within the rates designated.

• II. PRICING

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy is zero-rated for VAT.

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26 U.S.C. 5000C

PRICING SCHEDULE:

The rates shall include all the costs necessary to accomplish the work as required by this contract, including all managerial cost, administrative cost, vehicles, drivers, communication equipment, and all vehicle operation expenses, including but not limited to fuel, oil and all other maintenance such vehicles. They also include passenger insurance. The list of locations (route) is not comprehensive and there shall be a quarterly review. When there is a new route/destination required at least **five (5)** times during the quarter. The contractor shall provide a proposed rate for this route/destination.

**a. Base Year Option Prices**

• **i) Daily Rate Pricing**

Sedan- Capacity 5, with Driver (unit)	A	B	A*B
	Price/unit	estimated number of units	Total estimated price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

Minivan- Capacity 6-8, with Driver (unit)	A	B	A*B
	unit price	estimated number of units	Total estimated price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

<b>Estimated Total Daily Rate Cost</b>	
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• **ii) Fixed Rate Pricing**

TAXI SERVICES PRICE							
	Location	Estimated No. of trips per annum	SEDAN		Estimated No. of trips per annum	MINIVAN	
			Unit price per trip	Total Estimated Amount		Unit price per trip	Total Estimated Amount
1	Embassy to Town Center	300			20		
2	Embassy to Upper hill	300			20		
3	Embassy to Government Offices-Harambee Avenue	200			20		
4	Embassy to Lavington	25			10		
5	Embassy to Panafric Hotel	25			10		
6	Embassy to Belgian Embassy	25			10		
7	Embassy to Canadian	25			10		
8	Embassy to Ruaka	25			10		
9	Embassy to Naivasha Road	25			10		
10	Embassy to Windsor	25			10		
11	Embassy to Nairobi Hospital	25			10		
12	Embassy to Premier Academy	25			10		

13	Embassy to CDC Kemri	25			10		
14	Embassy to Town/Upperhill	25			10		
15	Embassy to Nyari	25			10		
16	Embassy to Aga Khan	25			10		
17	Embassy to Spring Valley Peponi Rd.	25			10		
18	Embassy to Githurai 44/45	25			10		
19	Embassy to Industrial Area	25			10		
20	Embassy to Ngara	25			10		
21	Embassy to Toyota Kenya/Nairobi West	25			10		
22	Embassy to Kitusuru	25			10		
23	Embassy to Kijabe Street	25			10		
24	Embassy to Village Market	25			10		
25	Embassy to Sir Ali Muslim	25			10		
26	Embassy to Highridge	25			10		
27	Embassy to State House	50			20		
28	Embassy to Chandaria Industries	25			10		
29	Embassy to Bytech/Palm Bill Garage- Baricho Road	25			10		
30	Embassy to KWS Headquarters	25			10		
31	Embassy to JKIA via bypass	50			10		
32	Embassy to Wilson Airport	25			10		
33	Embassy to Westlands //Kileleshwa (including Riverside Drive) Area	25			10		
34	Embassy to Eastleigh/Eastlands Area	50			10		
35	Embassy to Runda/Rosslyn Ridge	200			20		
36	Embassy to Muthaiga	50			10		
37	Embassy to Nakumatt Junction	50			10		
38	Embassy to Parklands	50			10		
39	Embassy to Muthurwa	50			10		
40	Embassy to Gachie/Banana Areas	25			10		
41	Embassy to Ndenderu/Nyathuna/Limuru Areas	25			10		
42	Embassy to Lower Kabete/Wangige	25			10		
43	Embassy to Kabete	25			10		
44	Embassy to Kilimani	25			10		
45	Embassy to Kangemi/Uthiru/Ndumbuini Areas	25			10		

46	Embassy to Kawangware	25			10		
47	Embassy to Dagoretti Market/Kikuyu	25			10		
48	Embassy to Dagoretti Corner/Kawangware	50			10		
49	Embassy to Hurlingham/Yaya Center/Kilimani Areas	50			10		
50	Embassy to Kibera/Olympic Estate	50			10		
51	Embassy to Lang'ata/Southlands/Otiende	25			10		
52	Embassy to Nairobi West/Madaraka Areas	25			10		
53	Embassy to Wilson Airport/Carnivore	50			10		
54	Embassy to South B & C Areas	25			10		
55	Embassy to Balozi, Muthaiga North	50			10		
56	Embassy to Bomas of Kenya/Karen/Karen Shopping Center Areas	50			10		
57	Embassy to KCCT Mbagathi/Ongata Rongai Areas	50			10		
58	Embassy to Ngong Road City Mortuary to Morning Side Building	50			10		
59	Embassy to Ngong/Kiserian/Matasia	50			10		
60	Embassy to Buruburu/Pioneer Estates	50			10		
61	Embassy to Donholm/Tena/Greenfields/Jacaranda Estates	50			10		
62	Embassy to Umoja/Innercore	38			10		
63	Embassy to Komarock/Kayole via town Areas	25			10		
64	Embassy to Ngumba Estate	25			10		
65	Embassy to Serena Hotel/Panafric	25			10		
66	Embassy to Saika Estate- Kangundo Road	25			10		
67	Embassy to Kasarani/Kariobangi South	25			10		
68	Embassy to Shanzu	25			10		
69	Embassy to Bahati	25			10		
70	Embasi to Jericho	25			10		
71	Embassy to Uhuru/Bahati	25			10		
72	Embassy to Dandora	25			10		
73	Embassy to Ruai	25			10		

74	Embassy to Safari Park	25			10		
75	Embassy to Kasarani.Mwiki	25			10		
76	Embassy to Zimmerman/Kahawa West Areas	25			10		
77	Embassy to Kenyatta University Area	50			10		
78	Embassy to Ridgeways/Thindigwa Est/ Kiambu Rd.	50			10		
79	Embassy to UNHCR- Rhapta Road	25			10		
80	Embassy to Upperhill,Community	25			10		
81	Embassy to Juja	25			10		
82	Embassy to Ruiru	100			20		
83	Embassy to Makongeni, Thika	50			10		
84	Embassy to Embakasi/Nyayo Highrise	25			10		
85	Embassy to Crowne Plaza, Upperhill	25			10		
86	Embassy to Kiambu Kanunga	25			10		
87	Embassy to Pangani/Jericho	25			10		
88	Embassy to Zuccini Westlands-General Mathenge	25			10		
89	Embassy to Landmark Plaza	25			10		
90	Embassy to Nyari/Yaya	25			10		
91	Embassy to Ruaka	25			10		
92	Embassy to Mucatha	25			10		
93	Embassy to Kinoo	25			10		
94	Embassy to Baba Dogo Road	25			10		
95	Embassy to Capital West- Eden Square	25			10		
96	Embassy to Mugumo/Magna/Tribe	25			10		
97	Embassy to Harambee Estate	25			10		
98	Embassy to Milimani	25			10		
99	Embassy to Kawaida	25			10		
100	Embassy to Ridgeways/ Warehouse	25			10		
101	Embassy to Runda/Gigiri	25			10		
102	Embassy to Kibagare	25			10		
103	Embassy to Thigiri	25			10		
104	Embassy to Laico Regency	25			10		
105	Westlands to Wilson Airport	25			10		
106	Westlands to Runda/Rosslyn Ridge	25			10		
107	Runda/Rosslyn Ridge to JKIA	25			10		

108	Runda/Rosslyn Ridge to Wilson Airport	25			10		
109	Runda/Rosslyn Ridge to Westlands/Kileleshwa (including Riverside Drive) Area	25			10		
110	Runda to Village Market	100			20		
111	Runda to Karen	100			20		
112	Runda/Rosslyn Ridge to Muthaiga	300			20		
113	Runda to Ruai	25			10		
114	Runda to Thigiri/Kiambu	25			10		
115	Runda to Mimosa	25			10		
116	Runda to Kawangware	25			10		
117	Ruaka to Kyuna	25			10		
118	JKIA to Dagoreti/Kikuyu	25			10		
119	JKIA to Dagoreti Corner/Kawangware	25			10		
120	JKIA to Kibera/Adams/Jamhuri	25			10		
121	JKIA to Langata	25			10		
122	JKIA to Nairobi West/Madaraka	25			10		
123	JKIA to Carnivore	100			10		
124	JKIA to South B/C	25			10		
125	JKIA to Huruma/Kariobangi/Outering	25			10		
126	JKIA to Kasarani/Safari park/Zimmerman	25			10		
127	JKIA to Mbagathi/Rongai/Karen KCCT	25			10		
128	JKIA to Mwiki/Githurai	25			10		
129	JKIA to Buruburu	25			10		
130	JKIA to Donholm/Jacaranda/Green fields	25			10		
131	JKIA to Umoja	25			10		
132	JKIA to Kamarock/Kayole	25			10		
133	JKIA to NASCOP/Community	50			10		
134	JKIA to City Center	50			10		
135	JKIA to Westlands	50			10		
136	JKIA to Kabete/Uthiru	25			10		
137	JKIA to Kingeero/Wangige	25			10		
138	JKIA to Kangemi	25			10		
139	JKIA to Ruai	25			10		
140	JKIA to Dandora	25			10		
141	JKIA to Dagoreti Market	25			10		

142	JKIA to Hurlingham/Yaya/Kilimani	25			10		
143	JKIA to Kibera/Adams/Jamhuri	25			10		
144	JKIA to Wilson/Carnivore	25			10		
145	JKIA to Sankara	25			10		
146	JKIA to Parklands	25			10		
147	JKIA to Ngong	25			10		
148	JKIA to Thigiri	25			10		
149	JKIA to Thindigua	25			10		
150	JKIA to Ridgeways	25			10		
151	JKIA to Rongai	25			10		
152	JKIA to Chancery via bypass	25			10		
153	Fourways to Serena	25			10		
154	Wilson to CDC	50			10		
155	Wilson to NASCOP/Community	50			10		
156	Wilson to City Center	50			10		
157	Wilson to Kingeero/Wangige	25			10		
158	Wilson to Kabete	25			10		
159	Wilson to Kangemi	25			10		
160	Wilson to Dandora	25			10		
161	Wilson to Ngong	25			10		
162	Wilson to Kitisuru	25			10		
163	Kiambu Close to Kasarani	25			10		
164	Kiambu to Dandora/Lone Tree	25			10		
165	Kileleshwa to Moundsmere	25			10		
166	Thigiri to Mini Market	25			10		
167	Thigiri Junction to Gachie	25			10		
168	Thigiri Lane to Gigiri	25			10		
169	Thigiri Lane to Muthaiga	25			10		
170	Thigiri Lane to Westlands	25			10		
171	Thigiri Lane to Aga Khan/Village Market	25			10		
172	Thigiri to Muthaiga/Village Market	25			10		
173	Thigiri Road/junction to Thigiri Lane	25			10		
174	Thigiri Lane to Red Hill	25			10		
175	Thigiri Lane to UNEP	25			10		
176	Thigiri Lane to Nakumatt Junction	25			10		
177	Thigiri Lane to Village Market/Mucatha	25			10		
178	Thigiri to Kasarani	25			10		
179	Thigiri to Alliance Francais	25			10		

180	Village to Sankara	25			10		
181	Rosslyn to Intercontinental	25			10		
182	Rosslyn to Lower Kabete	25			10		
183	Rosslyn to Kibera	25			10		
184	Rosslyn to Ruiru	25			10		
185	Rosslyn to Nyari	25			10		
186	Rosslyn to Athi River	25			10		
187	Rosslyn to Kawangware	25			10		
188	Muthaiga to Gachie/Kangemi	25			10		
189	Muthaiga to Dandora	25			10		
190	Muthaiga(Amb. Res) to Kileleshwa	25			10		
191	Muthaiga Amb Residence to Warehouse	25			10		
192	Muthaiga to Highridge/Thigiri	25			10		
193	Muthaiga to Village Market/Gachie	25			10		
194	Muthaiga to Balozi Estate Muthaiga North	25			10		
195	Muthaiga to Village Market/Mucatha	25			10		
196	Muthaiga to Thigiri Lane	25			10		
197	Muthaiga to Kyuna(Tate House)	25			10		
198	Muthaiga to Mobil Plaza	25			10		
199	Muthaiga to Kasarani	25			10		
200	Muthaiga to Dandora/Pipeline	25			10		
201	Muthaiga to Wangige	25			10		
202	Mucatha to Peponi	25			10		
203	Gigiri to Dandora	25			10		
204	Gigiri to ISK	25			10		
205	Gigiri to Muchatha	25			10		
206	Gigiri to Saika	25			10		
207	Gigiri to Ngara	25			10		
208	Gigiri to Waiyaki Way	25			10		
209	Gigiri to Zimmerman	25			10		
210	Gigiri to Kayole	25			10		
211	Gigiri to Industrial Area	25			10		
212	Gigiri to CBD	25			10		
213	Gigiri to KRA	25			10		
214	Gigiri to Pumbill Auto	25			10		
215	Gigiri to Alliance Francais	25			10		
216	Gigiri to Uthiru Muthua	25			10		
217	Gigiri Lobelia to Office of Deputy President	25			10		

218	Gachie to ISK	25			10		
219	Gigiri to Baraka Estate/Embakasi	25			10		
220	Gigiri to Westlands, Town, Chancery	25			10		
221	Parklands to Town	25			10		
222	Spring Valley to Kianjogu	25			10		
223	Spring Valley to Karura	25			10		
224	Peponi to Kibera	25			10		
225	Riruta to Kibagare	25			10		
226	Chancery to Ruiru	25			10		
227	Chancery to MOFA/Westlands	25			10		
228	Chancery to Kawangware	25			10		
229	Chancery to Indigo, Ngong Road	25			10		
230	Kenya School of Monetary Studies to Fourways Kiambu Road	25			10		
231	Ambassador's Residence Muthaiga to Kibagare	25			10		
232	Riverside to Kenyatta University	25			10		
233	KBC to Town Center	25			10		
234	Loresho to Serena	25			10		
235	Kyuna to Kasarani/Sunton Estates	25			10		
236	Loresho to Uhuru Estate	25			10		
237	DT Dobie to Chancery	25			10		
	<b>Total Estimated Fixed Rate Cost</b>						

**iii) Waiting Charges applicable after one hour drop off (One hour leeway)**

Sedan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Total estimated Amount
1-15 (Unit)		30	
<b>Total Estimated Cost</b>			

Minivan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Total estimated Amount
1- 15 (Unit)		30	
<b>Total Estimated Cost</b>			

<b>Estimated Total Waiting Charges Cost</b>	
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<b>Base Year Total Estimated Amount (Daily, Fixed and Waiting Charges Rate Combined):</b>	
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**b. Option Year 1 Pricing**

• **i) Daily Rate Pricing**

Sedan- Capacity 5, with Driver (unit)	A	B	A*B
	Price/unit	estimated number of units	Total estimated price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

Minivan- Capacity 6-8, with Driver (unit)	A	B	A*B
	unit price	estimated number of units	Total estimated price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

<b>Estimated Total Daily Rate Cost</b>	
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• **ii) Fixed Rate Pricing**

<b>TAXI SERVICES PRICE</b>								
	Location	Estimated No. of trips per annum	SEDAN		MINIVAN		Total Estimated Amount	
			Unit price per trip	Total Estimated Amount	Estimated No. of trips per annum	Unit price per trip		
1	Embassy to Town Center	300			20			
2	Embassy to Upper hill	300			20			
3	Embassy to Government Offices- Harambee Avenue	200			20			
4	Embassy to Lavington	25			10			
5	Embassy to Panafric Hotel	25			10			
6	Embassy to Belgian Embassy	25			10			
7	Embassy to Canadian	25			10			
8	Embassy to Ruaka	25			10			
9	Embassy to Naivasha Road	25			10			
10	Embassy to Windsor	25			10			
11	Embassy to Nairobi Hospital	25			10			
12	Embassy to Premier Academy	25			10			

13	Embassy to CDC Kemri	25			10		
14	Embassy to Town/Upperhill	25			10		
15	Embassy to Nyari	25			10		
16	Embassy to Aga Khan	25			10		
17	Embassy to Spring Valley Peponi Rd.	25			10		
18	Embassy to Githurai 44/45	25			10		
19	Embassy to Industrial Area	25			10		
20	Embassy to Ngara	25			10		
21	Embassy to Toyota Kenya/Nairobi West	25			10		
22	Embassy to Kitusuru	25			10		
23	Embassy to Kijabe Street	25			10		
24	Embassy to Village Market	25			10		
25	Embassy to Sir Ali Muslim	25			10		
26	Embassy to Highridge	25			10		
27	Embassy to State House	50			20		
28	Embassy to Chandaria Industries	25			10		
29	Embassy to Bytech/Palm Bill Garage- Baricho Road	25			10		
30	Embassy to KWS Headquarters	25			10		
31	Embassy to JKIA via bypass	50			10		
32	Embassy to Wilson Airport	25			10		
33	Embassy to Westlands //Kileleshwa (including Riverside Drive) Area	25			10		
34	Embassy to Eastleigh/Eastlands Area	50			10		
35	Embassy to Runda/Rosslyn Ridge	200			20		
36	Embassy to Muthaiga	50			10		
37	Embassy to Nakumatt Junction	50			10		
38	Embassy to Parklands	50			10		
39	Embassy to Muthurwa	50			10		
40	Embassy to Gachie/Banana Areas	25			10		
41	Embassy to Ndenderu/Nyathuna/Limuru Areas	25			10		
42	Embassy to Lower Kabete/Wangige	25			10		
43	Embassy to Kabete	25			10		
44	Embassy to Kilimani	25			10		
45	Embassy to Kangemi/Uthiru/Ndumbuini Areas	25			10		

46	Embassy to Kawangware	25			10		
47	Embassy to Dagoretti Market/Kikuyu	25			10		
48	Embassy to Dagoretti Corner/Kawangware	50			10		
49	Embassy to Hurlingham/Yaya Center/Kilimani Areas	50			10		
50	Embassy to Kibera/Olympic Estate	50			10		
51	Embassy to Lang'ata/Southlands/Otiende	25			10		
52	Embassy to Nairobi West/Madaraka Areas	25			10		
53	Embassy to Wilson Airport/Carnivore	50			10		
54	Embassy to South B & C Areas	25			10		
55	Embassy to Balozi, Muthaiga North	50			10		
56	Embassy to Bomas of Kenya/Karen/Karen Shopping Center Areas	50			10		
57	Embassy to KCCT Mbagathi/Ongata Rongai Areas	50			10		
58	Embassy to Ngong Road City Mortuary to Morning Side Building	50			10		
59	Embassy to Ngong/Kiserian/Matasia	50			10		
60	Embassy to Buruburu/Pioneer Estates	50			10		
61	Embassy to Donholm/Tena/Greenfields/Jacaranda Estates	50			10		
62	Embassy to Umoja/Innercore	38			10		
63	Embassy to Komarock/Kayole via town Areas	25			10		
64	Embassy to Ngumba Estate	25			10		
65	Embassy to Serena Hotel/Panafic	25			10		
66	Embassy to Saika Estate- Kangundo Road	25			10		
67	Embassy to Kasarani/Kariobangi South	25			10		
68	Embassy to Shanzu	25			10		
69	Embassy to Bahati	25			10		
70	Embasi to Jericho	25			10		
71	Embassy to Uhuru/Bahati	25			10		
72	Embassy to Dandora	25			10		
73	Embassy to Ruai	25			10		

74	Embassy to Safari Park	25			10		
75	Embassy to Kasarani.Mwiki	25			10		
76	Embassy to Zimmerman/Kahawa West Areas	25			10		
77	Embassy to Kenyatta University Area	50			10		
78	Embassy to Ridgeways/Thindigwa Est/ Kiambu Rd.	50			10		
79	Embassy to UNHCR- Rhapta Road	25			10		
80	Embassy to Upperhill,Community	25			10		
81	Embassy to Juja	25			10		
82	Embassy to Ruiru	100			20		
83	Embassy to Makongeni, Thika	50			10		
84	Embassy to Embakasi/Nyayo Highrise	25			10		
85	Embassy to Crowne Plaza, Upperhill	25			10		
86	Embassy to Kiambu Kanunga	25			10		
87	Embassy to Pangani/Jericho	25			10		
88	Embassy to Zuccini Westlands-General Mathenge	25			10		
89	Embassy to Landmark Plaza	25			10		
90	Embassy to Nyari/Yaya	25			10		
91	Embassy to Ruaka	25			10		
92	Embassy to Mucatha	25			10		
93	Embassy to Kinoo	25			10		
94	Embassy to Baba Dogo Road	25			10		
95	Embassy to Capital West- Eden Square	25			10		
96	Embassy to Mugumo/Magna/Tribe	25			10		
97	Embassy to Harambee Estate	25			10		
98	Embassy to Milimani	25			10		
99	Embassy to Kawaida	25			10		
100	Embassy to Ridgeways/ Warehouse	25			10		
101	Embassy to Runda/Gigiri	25			10		
102	Embassy to Kibagare	25			10		
103	Embassy to Thigiri	25			10		
104	Embassy to Laico Regency	25			10		
105	Westlands to Wilson Airport	25			10		
106	Westlands to Runda/Rosslyn Ridge	25			10		
107	Runda/Rosslyn Ridge to JKIA	25			10		

108	Runda/Rosslyn Ridge to Wilson Airport	25			10		
109	Runda/Rosslyn Ridge to Westlands/Kileleshwa (including Riverside Drive) Area	25			10		
110	Runda to Village Market	100			20		
111	Runda to Karen	100			20		
112	Runda/Rosslyn Ridge to Muthaiga	300			20		
113	Runda to Ruai	25			10		
114	Runda to Thigiri/Kiambu	25			10		
115	Runda to Mimosa	25			10		
116	Runda to Kawangware	25			10		
117	Ruaka to Kyuna	25			10		
118	JKIA to Dagoreti/Kikuyu	25			10		
119	JKIA to Dagoreti Corner/Kawangware	25			10		
120	JKIA to Kibera/Adams/Jamhuri	25			10		
121	JKIA to Langata	25			10		
122	JKIA to Nairobi West/Madaraka	25			10		
123	JKIA to Carnivore	100			10		
124	JKIA to South B/C	25			10		
125	JKIA to Huruma/Kariobangi/Outering	25			10		
126	JKIA to Kasarani/Safari park/Zimmerman	25			10		
127	JKIA to Mbagathi/Rongai/Karen KCCT	25			10		
128	JKIA to Mwiki/Githurai	25			10		
129	JKIA to Buruburu	25			10		
130	JKIA to Donholm/Jacaranda/Green fields	25			10		
131	JKIA to Umoja	25			10		
132	JKIA to Kamarock/Kayole	25			10		
133	JKIA to NASCOP/Community	50			10		
134	JKIA to City Center	50			10		
135	JKIA to Westlands	50			10		
136	JKIA to Kabete/Uthiru	25			10		
137	JKIA to Kingeero/Wangige	25			10		
138	JKIA to Kangemi	25			10		
139	JKIA to Ruai	25			10		
140	JKIA to Dandora	25			10		
141	JKIA to Dagoreti Market	25			10		

142	JKIA to Hurlingham/Yaya/Kilimani	25			10		
143	JKIA to Kibera/Adams/Jamhuri	25			10		
144	JKIA to Wilson/Carnivore	25			10		
145	JKIA to Sankara	25			10		
146	JKIA to Parklands	25			10		
147	JKIA to Ngong	25			10		
148	JKIA to Thigiri	25			10		
149	JKIA to Thindigua	25			10		
150	JKIA to Ridgeways	25			10		
151	JKIA to Rongai	25			10		
152	JKIA to Chancery via bypass	25			10		
153	Fourways to Serena	25			10		
154	Wilson to CDC	50			10		
155	Wilson to NASCOP/Community	50			10		
156	Wilson to City Center	50			10		
157	Wilson to Kingeero/Wangige	25			10		
158	Wilson to Kabete	25			10		
159	Wilson to Kangemi	25			10		
160	Wilson to Dandora	25			10		
161	Wilson to Ngong	25			10		
162	Wilson to Kitisuru	25			10		
163	Kiambu Close to Kasarani	25			10		
164	Kiambu to Dandora/Lone Tree	25			10		
165	Kileleshwa to Moundsmere	25			10		
166	Thigiri to Mini Market	25			10		
167	Thigiri Junction to Gachie	25			10		
168	Thigiri Lane to Gigiri	25			10		
169	Thigiri Lane to Muthaiga	25			10		
170	Thigiri Lane to Westlands	25			10		
171	Thigiri Lane to Aga Khan/Village Market	25			10		
172	Thigiri to Muthaiga/Village Market	25			10		
173	Thigiri Road/junction to Thigiri Lane	25			10		
174	Thigiri Lane to Red Hill	25			10		
175	Thigiri Lane to UNEP	25			10		
176	Thigiri Lane to Nakumatt Junction	25			10		
177	Thigiri Lane to Village Market/Mucatha	25			10		
178	Thigiri to Kasarani	25			10		
179	Thigiri to Alliance Francais	25			10		

180	Village to Sankara	25			10		
181	Rosslyn to Intercontinental	25			10		
182	Rosslyn to Lower Kabete	25			10		
183	Rosslyn to Kibera	25			10		
184	Rosslyn to Ruiru	25			10		
185	Rosslyn to Nyari	25			10		
186	Rosslyn to Athi River	25			10		
187	Rosslyn to Kawangware	25			10		
188	Muthaiga to Gachie/Kangemi	25			10		
189	Muthaiga to Dandora	25			10		
190	Muthaiga(Amb. Res) to Kileleshwa	25			10		
191	Muthaiga Amb Residence to Warehouse	25			10		
192	Muthaiga to Highridge/Thigiri	25			10		
193	Muthaiga to Village Market/Gachie	25			10		
194	Muthaiga to Balozi Estate Muthaiga North	25			10		
195	Muthaiga to Village Market/Mucatha	25			10		
196	Muthaiga to Thigiri Lane	25			10		
197	Muthaiga to Kyuna(Tate House)	25			10		
198	Muthaiga to Mobil Plaza	25			10		
199	Muthaiga to Kasarani	25			10		
200	Muthaiga to Dandora/Pipeline	25			10		
201	Muthaiga to Wangige	25			10		
202	Mucatha to Peponi	25			10		
203	Gigiri to Dandora	25			10		
204	Gigiri to ISK	25			10		
205	Gigiri to Muchatha	25			10		
206	Gigiri to Saika	25			10		
207	Gigiri to Ngara	25			10		
208	Gigiri to Waiyaki Way	25			10		
209	Gigiri to Zimmerman	25			10		
210	Gigiri to Kayole	25			10		
211	Gigiri to Industrial Area	25			10		
212	Gigiri to CBD	25			10		
213	Gigiri to KRA	25			10		
214	Gigiri to Pumbill Auto	25			10		
215	Gigiri to Alliance Francais	25			10		
216	Gigiri to Uthiru Muthua	25			10		
217	Gigiri Lobelia to Office of Deputy President	25			10		

218	Gachie to ISK	25			10		
219	Gigiri to Baraka Estate/Embakasi	25			10		
220	Gigiri to Westlands, Town, Chancery	25			10		
221	Parklands to Town	25			10		
222	Spring Valley to Kianjogu	25			10		
223	Spring Valley to Karura	25			10		
224	Peponi to Kibera	25			10		
225	Riruta to Kibagare	25			10		
226	Chancery to Ruiru	25			10		
227	Chancery to MOFA/Westlands	25			10		
228	Chancery to Kawangware	25			10		
229	Chancery to Indigo, Ngong Road	25			10		
230	Kenya School of Monetary Studies to Fourways Kiambu Road	25			10		
231	Ambassador's Residence Muthaiga to Kibagare	25			10		
232	Riverside to Kenyatta University	25			10		
233	KBC to Town Center	25			10		
234	Loresho to Serena	25			10		
235	Kyuna to Kasarani/Sunton Estates	25			10		
236	Loresho to Uhuru Estate	25			10		
237	DT Dobie to Chancery	25			10		
	<b>Total Estimated Fixed Rate Cost</b>						

**iii) Waiting Charges applicable after one hour drop off (One- hour Leeway)**

Sedan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Total estimated Amount
1-15 (Unit)		30	
<b>Total Estimated Cost</b>			

Minivan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Total estimated Amount
1- 15 (Unit)		30	
<b>Total Estimated Cost</b>			

<b>Estimated Total Waiting Charges Cost</b>	
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<b>Option Year 1. Total Estimated Amount (Daily, Fixed and Waiting Charges Rate Combined):</b>	
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**c. Option Year 2 Pricing**

• **i) Daily Rate Pricing**

Sedan- Capacity 5, with Driver (unit)	A	B	A*B
	Price/unit	estimated number of units	Total estimated price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

Minivan- Capacity 6-8, with Driver (unit)	A	B	A*B
	unit price	estimated number of units	Total estimated price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

<b>Estimated Total Daily Rate Cost</b>	
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• **ii) Fixed Rate Pricing**

<b>TAXI SERVICES PRICE</b>							
			SEDAN			MINIVAN	
	Location	Estimated No. of trips per annum	Unit price per trip	Total Estimated Amount	Estimated No. of trips per annum	Unit price per trip	Total Estimated Amount
1	Embassy to Town Center	300			20		
2	Embassy to Upper hill	300			20		
3	Embassy to Government Offices- Harambee Avenue	200			20		
4	Embassy to Lavington	25			10		
5	Embassy to Panafric Hotel	25			10		
6	Embassy to Belgian Embassy	25			10		
7	Embassy to Canadian	25			10		
8	Embassy to Ruaka	25			10		
9	Embassy to Naivasha Road	25			10		
10	Embassy to Windsor	25			10		

11	Embassy to Nairobi Hospital	25			10		
12	Embassy to Premier Academy	25			10		
13	Embassy to CDC Kemri	25			10		
14	Embassy to Town/Upperhill	25			10		
15	Embassy to Nyari	25			10		
16	Embassy to Aga Khan	25			10		
17	Embassy to Spring Valley Peponi Rd.	25			10		
18	Embassy to Githurai 44/45	25			10		
19	Embassy to Industrial Area	25			10		
20	Embassy to Ngara	25			10		
21	Embassy to Toyota Kenya/Nairobi West	25			10		
22	Embassy to Kitusuru	25			10		
23	Embassy to Kijabe Street	25			10		
24	Embassy to Village Market	25			10		
25	Embassy to Sir Ali Muslim	25			10		
26	Embassy to Highridge	25			10		
27	Embassy to State House	50			20		
28	Embassy to Chandaria Industries	25			10		
29	Embassy to Bytech/Palm Bill Garage- Baricho Road	25			10		
30	Embassy to KWS Headquarters	25			10		
31	Embassy to JKIA via bypass	50			10		
32	Embassy to Wilson Airport	25			10		
33	Embassy to Westlands //Kileleshwa (including Riverside Drive) Area	25			10		
34	Embassy to Eastleigh/Eastlands Area	50			10		
35	Embassy to Runda/Rosslyn Ridge	200			20		
36	Embassy to Muthaiga	50			10		
37	Embassy to Nakumatt Junction	50			10		
38	Embassy to Parklands	50			10		
39	Embassy to Muthurwa	50			10		
40	Embassy to Gachie/Banana Areas	25			10		
41	Embassy to Ndenderu/Nyathuna/Limuru Areas	25			10		
42	Embassy to Lower Kabete/Wangige	25			10		
43	Embassy to Kabete	25			10		
44	Embassy to Kilimani	25			10		

45	Embassy to Kangemi/Uthiru/Ndumbuini Areas	25			10		
46	Embassy to Kawangware	25			10		
47	Embassy to Dagoretti Market/Kikuyu	25			10		
48	Embassy to Dagoretti Corner/Kawangware	50			10		
49	Embassy to Hurlingham/Yaya Center/Kilimani Areas	50			10		
50	Embassy to Kibera/Olympic Estate	50			10		
51	Embassy to Lang'ata/Southlands/Otiende	25			10		
52	Embassy to Nairobi West/Madaraka Areas	25			10		
53	Embassy to Wilson Airport/Carnivore	50			10		
54	Embassy to South B & C Areas	25			10		
55	Embassy to Balozi, Muthaiga North	50			10		
56	Embassy to Bomas of Kenya/Karen/Karen Shopping Center Areas	50			10		
57	Embassy to KCCT Mbagathi/Ongata Rongai Areas	50			10		
58	Embassy to Ngong Road City Mortuary to Morning Side Building	50			10		
59	Embassy to Ngong/Kiserian/Matasia	50			10		
60	Embassy to Buruburu/Pioneer Estates	50			10		
61	Embassy to Donholm/Tena/Greenfields/Jacaranda Estates	50			10		
62	Embassy to Umoja/Innercore	38			10		
63	Embassy to Komarock/Kayole via town Areas	25			10		
64	Embassy to Ngumba Estate	25			10		
65	Embassy to Serena Hotel/Panafric	25			10		
66	Embassy to Saika Estate- Kangundo Road	25			10		
67	Embassy to Kasarani/Kariobangi South	25			10		
68	Embassy to Shanzu	25			10		
69	Embassy to Bahati	25			10		
70	Embasi to Jericho	25			10		
71	Embassy to Uhuru/Bahati	25			10		

72	Embassy to Dandora	25			10		
73	Embassy to Ruai	25			10		
74	Embassy to Safari Park	25			10		
75	Embassy to Kasarani.Mwiki	25			10		
76	Embassy to Zimmerman/Kahawa West Areas	25			10		
77	Embassy to Kenyatta University Area	50			10		
78	Embassy to Ridgeways/Thindigwa Est/ Kiambu Rd.	50			10		
79	Embassy to UNHCR- Rhapta Road	25			10		
80	Embassy to Upperhill,Community	25			10		
81	Embassy to Juja	25			10		
82	Embassy to Ruiru	100			20		
83	Embassy to Makongeni, Thika	50			10		
84	Embassy to Embakasi/Nyayo Highrise	25			10		
85	Embassy to Crowne Plaza, Upperhill	25			10		
86	Embassy to Kiambu Kanunga	25			10		
87	Embassy to Pangani/Jericho	25			10		
88	Embassy to Zuccini Westlands-General Mathenge	25			10		
89	Embassy to Landmark Plaza	25			10		
90	Embassy to Nyari/Yaya	25			10		
91	Embassy to Ruaka	25			10		
92	Embassy to Mucatha	25			10		
93	Embassy to Kinoo	25			10		
94	Embassy to Baba Dogo Road	25			10		
95	Embassy to Capital West- Eden Square	25			10		
96	Embassy to Mugumo/Magna/Tribe	25			10		
97	Embassy to Harambee Estate	25			10		
98	Embassy to Milimani	25			10		
99	Embassy to Kawaida	25			10		
100	Embassy to Ridgeways/ Warehouse	25			10		
101	Embassy to Runda/Gigiri	25			10		
102	Embassy to Kibagare	25			10		
103	Embassy to Thigiri	25			10		
104	Embassy to Laico Regency	25			10		
105	Westlands to Wilson Airport	25			10		

106	Westlands to Runda/Rosslyn Ridge	25			10		
107	Runda/Rosslyn Ridge to JKIA	25			10		
108	Runda/Rosslyn Ridge to Wilson Airport	25			10		
109	Runda/Rosslyn Ridge to Westlands/Kileleshwa (including Riverside Drive) Area	25			10		
110	Runda to Village Market	100			20		
111	Runda to Karen	100			20		
112	Runda/Rosslyn Ridge to Muthaiga	300			20		
113	Runda to Ruai	25			10		
114	Runda to Thigiri/Kiambu	25			10		
115	Runda to Mimosa	25			10		
116	Runda to Kawangware	25			10		
117	Ruaka to Kyuna	25			10		
118	JKIA to Dagoreti/Kikuyu	25			10		
119	JKIA to Dagoreti Corner/Kawangware	25			10		
120	JKIA to Kibera/Adams/Jamhuri	25			10		
121	JKIA to Langata	25			10		
122	JKIA to Nairobi West/Madaraka	25			10		
123	JKIA to Carnivore	100			10		
124	JKIA to South B/C	25			10		
125	JKIA to Huruma/Kariobangi/Outering	25			10		
126	JKIA to Kasarani/Safari park/Zimmerman	25			10		
127	JKIA to Mbagathi/Rongai/Karen KCCT	25			10		
128	JKIA to Mwiki/Githurai	25			10		
129	JKIA to Buruburu	25			10		
130	JKIA to Donholm/Jacaranda/Green fields	25			10		
131	JKIA to Umoja	25			10		
132	JKIA to Kamarock/Kayole	25			10		
133	JKIA to NASCOP/Community	50			10		
134	JKIA to City Center	50			10		
135	JKIA to Westlands	50			10		
136	JKIA to Kabete/Uthiru	25			10		
137	JKIA to Kingeero/Wangige	25			10		
138	JKIA to Kangemi	25			10		

139	JKIA to Ruai	25			10		
140	JKIA to Dandora	25			10		
141	JKIA to Dagoreti Market	25			10		
142	JKIA to Hurlingham/Yaya/Kilimani	25			10		
143	JKIA to Kibera/Adams/Jamhuri	25			10		
144	JKIA to Wilson/Carnivore	25			10		
145	JKIA to Sankara	25			10		
146	JKIA to Parklands	25			10		
147	JKIA to Ngong	25			10		
148	JKIA to Thigiri	25			10		
149	JKIA to Thindigua	25			10		
150	JKIA to Ridgeways	25			10		
151	JKIA to Rongai	25			10		
152	JKIA to Chancery via bypass	25			10		
153	Fourways to Serena	25			10		
154	Wilson to CDC	50			10		
155	Wilson to NASCOP/Community	50			10		
156	Wilson to City Center	50			10		
157	Wilson to Kingeero/Wangige	25			10		
158	Wilson to Kabete	25			10		
159	Wilson to Kangemi	25			10		
160	Wilson to Dandora	25			10		
161	Wilson to Ngong	25			10		
162	Wilson to Kitisuru	25			10		
163	Kiambu Close to Kasarani	25			10		
164	Kiambu to Dandora/Lone Tree	25			10		
165	Kileleshwa to Moundsmere	25			10		
166	Thigiri to Mini Market	25			10		
167	Thigiri Junction to Gachie	25			10		
168	Thigiri Lane to Gigiri	25			10		
169	Thigiri Lane to Muthaiga	25			10		
170	Thigiri Lane to Westlands	25			10		
171	Thigiri Lane to Aga Khan/Village Market	25			10		
172	Thigiri to Muthaiga/Village Market	25			10		
173	Thigiri Road/junction to Thigiri Lane	25			10		
174	Thigiri Lane to Red Hill	25			10		
175	Thigiri Lane to UNEP	25			10		
176	Thigiri Lane to Nakumatt Junction	25			10		

177	Thigiri Lane to Village Market/Mucatha	25			10		
178	Thigiri to Kasarani	25			10		
179	Thigiri to Alliance Francais	25			10		
180	Village to Sankara	25			10		
181	Rosslyn to Intercontinental	25			10		
182	Rosslyn to Lower Kabete	25			10		
183	Rosslyn to Kibera	25			10		
184	Rosslyn to Ruiru	25			10		
185	Rosslyn to Nyari	25			10		
186	Rosslyn to Athi River	25			10		
187	Rosslyn to Kawangware	25			10		
188	Muthaiga to Gachie/Kangemi	25			10		
189	Muthaiga to Dandora	25			10		
190	Muthaiga(Amb. Res) to Kileleshwa	25			10		
191	Muthaiga Amb Residence to Warehouse	25			10		
192	Muthaiga to Highridge/Thigiri	25			10		
193	Muthaiga to Village Market/Gachie	25			10		
194	Muthaiga to Balози Estate Muthaiga North	25			10		
195	Muthaiga to Village Market/Mucatha	25			10		
196	Muthaiga to Thigiri Lane	25			10		
197	Muthaiga to Kyuna(Tate House)	25			10		
198	Muthaiga to Mobil Plaza	25			10		
199	Muthaiga to Kasarani	25			10		
200	Muthaiga to Dandora/Pipeline	25			10		
201	Muthaiga to Wangige	25			10		
202	Mucatha to Peponi	25			10		
203	Gigiri to Dandora	25			10		
204	Gigiri to ISK	25			10		
205	Gigiri to Muchatha	25			10		
206	Gigiri to Saika	25			10		
207	Gigiri to Ngara	25			10		
208	Gigiri to Waiyaki Way	25			10		
209	Gigiri to Zimmerman	25			10		
210	Gigiri to Kayole	25			10		
211	Gigiri to Industrial Area	25			10		
212	Gigiri to CBD	25			10		
213	Gigiri to KRA	25			10		
214	Gigiri to Pumbill Auto	25			10		

215	Gigiri to Alliance Francais	25			10		
216	Gigiri to Uthiru Muthua	25			10		
217	Gigiri Lobelia to Office of Deputy President	25			10		
218	Gachie to ISK	25			10		
219	Gigiri to Baraka Estate/Embakasi	25			10		
220	Gigiri to Westlands, Town, Chancery	25			10		
221	Parklands to Town	25			10		
222	Spring Valley to Kianjogu	25			10		
223	Spring Valley to Karura	25			10		
224	Peponi to Kibera	25			10		
225	Riruta to Kibagare	25			10		
226	Chancery to Ruiru	25			10		
227	Chancery to MOFA/Westlands	25			10		
228	Chancery to Kawangware	25			10		
229	Chancery to Indigo, Ngong Road	25			10		
230	Kenya School of Monetary Studies to Fourways Kiambu Road	25			10		
231	Ambassador's Residence Muthaiga to Kibagare	25			10		
232	Riverside to Kenyatta University	25			10		
233	KBC to Town Center	25			10		
234	Loresho to Serena	25			10		
235	Kyuna to Kasarani/Sunton Estates	25			10		
236	Loresho to Uhuru Estate	25			10		
237	DT Dobie to Chancery	25			10		
	<b>Total Estimated Fixed Rate Cost</b>						

**iii) Waiting Charges applicable after one hour drop off (One hour Leeway)**

Sedan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Total estimated Amount
1-15 (Unit)		30	
<b>Total Estimated Cost</b>			

Minivan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Total estimated Amount
1- 15 (Unit)		30	
<b>Total Estimated Waiting Charges Cost</b>			

**Option Year 2- Total Estimated Amount  
(Daily, Fixed and Waiting Charges Rate Combined):**

**d. Option Year 3 Pricing**

• **i) Daily Rate Pricing**

Sedan- Capacity 5, with Driver (unit)	A	B	A*B
	Price/unit	estimated number of units	Total estimated price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

Minivan- Capacity 6-8, with Driver (unit)	A	B	A*B
	unit price	estimated number of units	Total estimated price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

**Estimated Total Daily Rate Cost**

• **ii) Fixed Rate Pricing**

**TAXI SERVICES PRICE**

	Location	Estimated No. of trips per annum	SEDAN		Estimated No. of trips per annum	MINIVAN	
			Unit price per trip	Total Estimated Amount		Unit price per trip	Total Estimated Amount
1	Embassy to Town Center	300			20		
2	Embassy to Upper hill	300			20		
3	Embassy to Government Offices- Harambee Avenue	200			20		
4	Embassy to Lavington	25			10		
5	Embassy to Panafric Hotel	25			10		
6	Embassy to Belgian Embassy	25			10		
7	Embassy to Canadian	25			10		
8	Embassy to Ruaka	25			10		
9	Embassy to Naivasha Road	25			10		
10	Embassy to Windsor	25			10		

11	Embassy to Nairobi Hospital	25			10		
12	Embassy to Premier Academy	25			10		
13	Embassy to CDC Kemri	25			10		
14	Embassy to Town/Upperhill	25			10		
15	Embassy to Nyari	25			10		
16	Embassy to Aga Khan	25			10		
17	Embassy to Spring Valley Peponi Rd.	25			10		
18	Embassy to Githurai 44/45	25			10		
19	Embassy to Industrial Area	25			10		
20	Embassy to Ngara	25			10		
21	Embassy to Toyota Kenya/Nairobi West	25			10		
22	Embassy to Kitusuru	25			10		
23	Embassy to Kijabe Street	25			10		
24	Embassy to Village Market	25			10		
25	Embassy to Sir Ali Muslim	25			10		
26	Embassy to Highridge	25			10		
27	Embassy to State House	50			20		
28	Embassy to Chandaria Industries	25			10		
29	Embassy to Bytech/Palm Bill Garage- Baricho Road	25			10		
30	Embassy to KWS Headquarters	25			10		
31	Embassy to JKIA via bypass	50			10		
32	Embassy to Wilson Airport	25			10		
33	Embassy to Westlands //Kileleshwa (including Riverside Drive) Area	25			10		
34	Embassy to Eastleigh/Eastlands Area	50			10		
35	Embassy to Runda/Rosslyn Ridge	200			20		
36	Embassy to Muthaiga	50			10		
37	Embassy to Nakumatt Junction	50			10		
38	Embassy to Parklands	50			10		
39	Embassy to Muthurwa	50			10		
40	Embassy to Gachie/Banana Areas	25			10		
41	Embassy to Ndenderu/Nyathuna/Limuru Areas	25			10		
42	Embassy to Lower Kabete/Wangige	25			10		
43	Embassy to Kabete	25			10		
44	Embassy to Kilimani	25			10		

45	Embassy to Kangemi/Uthiru/Ndumbuini Areas	25			10		
46	Embassy to Kawangware	25			10		
47	Embassy to Dagoretti Market/Kikuyu	25			10		
48	Embassy to Dagoretti Corner/Kawangware	50			10		
49	Embassy to Hurlingham/Yaya Center/Kilimani Areas	50			10		
50	Embassy to Kibera/Olympic Estate	50			10		
51	Embassy to Lang'ata/Southlands/Otiende	25			10		
52	Embassy to Nairobi West/Madaraka Areas	25			10		
53	Embassy to Wilson Airport/Carnivore	50			10		
54	Embassy to South B & C Areas	25			10		
55	Embassy to Balozi, Muthaiga North	50			10		
56	Embassy to Bomas of Kenya/Karen/Karen Shopping Center Areas	50			10		
57	Embassy to KCCT Mbagathi/Ongata Rongai Areas	50			10		
58	Embassy to Ngong Road City Mortuary to Morning Side Building	50			10		
59	Embassy to Ngong/Kiserian/Matasia	50			10		
60	Embassy to Buruburu/Pioneer Estates	50			10		
61	Embassy to Donholm/Tena/Greenfields/Jacaranda Estates	50			10		
62	Embassy to Umoja/Innercore	38			10		
63	Embassy to Komarock/Kayole via town Areas	25			10		
64	Embassy to Ngumba Estate	25			10		
65	Embassy to Serena Hotel/Panafric	25			10		
66	Embassy to Saika Estate- Kangundo Road	25			10		
67	Embassy to Kasarani/Kariobangi South	25			10		
68	Embassy to Shanzu	25			10		
69	Embassy to Bahati	25			10		
70	Embasi to Jericho	25			10		
71	Embassy to Uhuru/Bahati	25			10		

72	Embassy to Dandora	25			10		
73	Embassy to Ruai	25			10		
74	Embassy to Safari Park	25			10		
75	Embassy to Kasarani.Mwiki	25			10		
76	Embassy to Zimmerman/Kahawa West Areas	25			10		
77	Embassy to Kenyatta University Area	50			10		
78	Embassy to Ridgeways/Thindigwa Est/ Kiambu Rd.	50			10		
79	Embassy to UNHCR- Rhapta Road	25			10		
80	Embassy to Upperhill,Community	25			10		
81	Embassy to Juja	25			10		
82	Embassy to Ruiru	100			20		
83	Embassy to Makongeni, Thika	50			10		
84	Embassy to Embakasi/Nyayo Highrise	25			10		
85	Embassy to Crowne Plaza, Upperhill	25			10		
86	Embassy to Kiambu Kanunga	25			10		
87	Embassy to Pangani/Jericho	25			10		
88	Embassy to Zuccini Westlands-General Mathenge	25			10		
89	Embassy to Landmark Plaza	25			10		
90	Embassy to Nyari/Yaya	25			10		
91	Embassy to Ruaka	25			10		
92	Embassy to Mucatha	25			10		
93	Embassy to Kinoo	25			10		
94	Embassy to Baba Dogo Road	25			10		
95	Embassy to Capital West- Eden Square	25			10		
96	Embassy to Mugumo/Magna/Tribe	25			10		
97	Embassy to Harambee Estate	25			10		
98	Embassy to Milimani	25			10		
99	Embassy to Kawaida	25			10		
100	Embassy to Ridgeways/ Warehouse	25			10		
101	Embassy to Runda/Gigiri	25			10		
102	Embassy to Kibagare	25			10		
103	Embassy to Thigiri	25			10		
104	Embassy to Laico Regency	25			10		
105	Westlands to Wilson Airport	25			10		

106	Westlands to Runda/Rosslyn Ridge	25			10		
107	Runda/Rosslyn Ridge to JKIA	25			10		
108	Runda/Rosslyn Ridge to Wilson Airport	25			10		
109	Runda/Rosslyn Ridge to Westlands/Kileleshwa (including Riverside Drive) Area	25			10		
110	Runda to Village Market	100			20		
111	Runda to Karen	100			20		
112	Runda/Rosslyn Ridge to Muthaiga	300			20		
113	Runda to Ruai	25			10		
114	Runda to Thigiri/Kiambu	25			10		
115	Runda to Mimosa	25			10		
116	Runda to Kawangware	25			10		
117	Ruaka to Kyuna	25			10		
118	JKIA to Dagoreti/Kikuyu	25			10		
119	JKIA to Dagoreti Corner/Kawangware	25			10		
120	JKIA to Kibera/Adams/Jamhuri	25			10		
121	JKIA to Langata	25			10		
122	JKIA to Nairobi West/Madaraka	25			10		
123	JKIA to Carnivore	100			10		
124	JKIA to South B/C	25			10		
125	JKIA to Huruma/Kariobangi/Outering	25			10		
126	JKIA to Kasarani/Safari park/Zimmerman	25			10		
127	JKIA to Mbagathi/Rongai/Karen KCCT	25			10		
128	JKIA to Mwiki/Githurai	25			10		
129	JKIA to Buruburu	25			10		
130	JKIA to Donholm/Jacaranda/Green fields	25			10		
131	JKIA to Umoja	25			10		
132	JKIA to Kamarock/Kayole	25			10		
133	JKIA to NASCOP/Community	50			10		
134	JKIA to City Center	50			10		
135	JKIA to Westlands	50			10		
136	JKIA to Kabete/Uthiru	25			10		
137	JKIA to Kingeero/Wangige	25			10		
138	JKIA to Kangemi	25			10		

139	JKIA to Ruai	25			10		
140	JKIA to Dandora	25			10		
141	JKIA to Dagoreti Market	25			10		
142	JKIA to Hurlingham/Yaya/Kilimani	25			10		
143	JKIA to Kibera/Adams/Jamhuri	25			10		
144	JKIA to Wilson/Carnivore	25			10		
145	JKIA to Sankara	25			10		
146	JKIA to Parklands	25			10		
147	JKIA to Ngong	25			10		
148	JKIA to Thigiri	25			10		
149	JKIA to Thindigua	25			10		
150	JKIA to Ridgeways	25			10		
151	JKIA to Rongai	25			10		
152	JKIA to Chancery via bypass	25			10		
153	Fourways to Serena	25			10		
154	Wilson to CDC	50			10		
155	Wilson to NASCOP/Community	50			10		
156	Wilson to City Center	50			10		
157	Wilson to Kingeero/Wangige	25			10		
158	Wilson to Kabete	25			10		
159	Wilson to Kangemi	25			10		
160	Wilson to Dandora	25			10		
161	Wilson to Ngong	25			10		
162	Wilson to Kitisuru	25			10		
163	Kiambu Close to Kasarani	25			10		
164	Kiambu to Dandora/Lone Tree	25			10		
165	Kileleshwa to Moundsmere	25			10		
166	Thigiri to Mini Market	25			10		
167	Thigiri Junction to Gachie	25			10		
168	Thigiri Lane to Gigiri	25			10		
169	Thigiri Lane to Muthaiga	25			10		
170	Thigiri Lane to Westlands	25			10		
171	Thigiri Lane to Aga Khan/Village Market	25			10		
172	Thigiri to Muthaiga/Village Market	25			10		
173	Thigiri Road/junction to Thigiri Lane	25			10		
174	Thigiri Lane to Red Hill	25			10		
175	Thigiri Lane to UNEP	25			10		
176	Thigiri Lane to Nakumatt Junction	25			10		

177	Thigiri Lane to Village Market/Mucatha	25			10		
178	Thigiri to Kasarani	25			10		
179	Thigiri to Alliance Francais	25			10		
180	Village to Sankara	25			10		
181	Rosslyn to Intercontinental	25			10		
182	Rosslyn to Lower Kabete	25			10		
183	Rosslyn to Kibera	25			10		
184	Rosslyn to Ruiru	25			10		
185	Rosslyn to Nyari	25			10		
186	Rosslyn to Athi River	25			10		
187	Rosslyn to Kawangware	25			10		
188	Muthaiga to Gachie/Kangemi	25			10		
189	Muthaiga to Dandora	25			10		
190	Muthaiga(Amb. Res) to Kileleshwa	25			10		
191	Muthaiga Amb Residence to Warehouse	25			10		
192	Muthaiga to Highridge/Thigiri	25			10		
193	Muthaiga to Village Market/Gachie	25			10		
194	Muthaiga to Balози Estate Muthaiga North	25			10		
195	Muthaiga to Village Market/Mucatha	25			10		
196	Muthaiga to Thigiri Lane	25			10		
197	Muthaiga to Kyuna(Tate House)	25			10		
198	Muthaiga to Mobil Plaza	25			10		
199	Muthaiga to Kasarani	25			10		
200	Muthaiga to Dandora/Pipeline	25			10		
201	Muthaiga to Wangige	25			10		
202	Mucatha to Peponi	25			10		
203	Gigiri to Dandora	25			10		
204	Gigiri to ISK	25			10		
205	Gigiri to Muchatha	25			10		
206	Gigiri to Saika	25			10		
207	Gigiri to Ngara	25			10		
208	Gigiri to Waiyaki Way	25			10		
209	Gigiri to Zimmerman	25			10		
210	Gigiri to Kayole	25			10		
211	Gigiri to Industrial Area	25			10		
212	Gigiri to CBD	25			10		
213	Gigiri to KRA	25			10		
214	Gigiri to Pumbill Auto	25			10		

215	Gigiri to Alliance Francais	25			10		
216	Gigiri to Uthiru Muthua	25			10		
217	Gigiri Lobelia to Office of Deputy President	25			10		
218	Gachie to ISK	25			10		
219	Gigiri to Baraka Estate/Embakasi	25			10		
220	Gigiri to Westlands, Town, Chancery	25			10		
221	Parklands to Town	25			10		
222	Spring Valley to Kianjogu	25			10		
223	Spring Valley to Karura	25			10		
224	Peponi to Kibera	25			10		
225	Riruta to Kibagare	25			10		
226	Chancery to Ruiru	25			10		
227	Chancery to MOFA/Westlands	25			10		
228	Chancery to Kawangware	25			10		
229	Chancery to Indigo, Ngong Road	25			10		
230	Kenya School of Monetary Studies to Fourways Kiambu Road	25			10		
231	Ambassador's Residence Muthaiga to Kibagare	25			10		
232	Riverside to Kenyatta University	25			10		
233	KBC to Town Center	25			10		
234	Loresho to Serena	25			10		
235	Kyuna to Kasarani/Sunton Estates	25			10		
236	Loresho to Uhuru Estate	25			10		
237	DT Dobie to Chancery	25			10		
	<b>Total Estimated Fixed Rate Cost</b>						

**iii) Waiting Charges applicable after one hour drop off (One hour Leeway)**

Sedan waiting charges (Units of 15 minutes)	A Unit Price	B Estimated number of Units	A*B Total estimated Amount
1-15 (Unit)		30	
<b>Total Estimated Cost</b>			

Minivan waiting charges (Units of 15 minutes)	A Unit Price	B Estimated number of Units	A*B Total estimated Amount
1- 15 (Unit)		30	
<b>Total Estimated Waiting Charges Cost</b>			

<b>Option Year 3- Total Estimated Amount (Daily, Fixed and Waiting Charges Rate Combined):</b>	
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**e. Option Year 4 Pricing**

• **i) Daily Rate Pricing**

Sedan- Capacity 5, with Driver (unit)	A	B	A*B
	Price/unit	estimated number of units	Total estimated price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

Minivan- Capacity 6-8, with Driver (unit)	A	B	A*B
	unit price	estimated number of units	Total estimated price
Per day		100	
Per Kilometer Charges		100	
Estimated Total Cost			

<b>Estimated Total Daily Rate Cost</b>	
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• **ii) Fixed Rate Pricing**

TAXI SERVICES PRICE							
			SEDAN			MINIVAN	
	Location	Estimated No. of trips per annum	Unit price per trip	Total Estimated Amount	Estimated No. of trips per annum	Unit price per trip	Total Estimated Amount
1	Embassy to Town Center	300			20		
2	Embassy to Upper hill	300			20		
3	Embassy to Government Offices- Harambee Avenue	200			20		
4	Embassy to Lavington	25			10		
5	Embassy to Panafric Hotel	25			10		
6	Embassy to Belgian Embassy	25			10		
7	Embassy to Canadian	25			10		
8	Embassy to Ruaka	25			10		
9	Embassy to Naivasha Road	25			10		
10	Embassy to Windsor	25			10		

11	Embassy to Nairobi Hospital	25			10		
12	Embassy to Premier Academy	25			10		
13	Embassy to CDC Kemri	25			10		
14	Embassy to Town/Upperhill	25			10		
15	Embassy to Nyari	25			10		
16	Embassy to Aga Khan	25			10		
17	Embassy to Spring Valley Peponi Rd.	25			10		
18	Embassy to Githurai 44/45	25			10		
19	Embassy to Industrial Area	25			10		
20	Embassy to Ngara	25			10		
21	Embassy to Toyota Kenya/Nairobi West	25			10		
22	Embassy to Kitusuru	25			10		
23	Embassy to Kijabe Street	25			10		
24	Embassy to Village Market	25			10		
25	Embassy to Sir Ali Muslim	25			10		
26	Embassy to Highridge	25			10		
27	Embassy to State House	50			20		
28	Embassy to Chandaria Industries	25			10		
29	Embassy to Bytech/Palm Bill Garage- Baricho Road	25			10		
30	Embassy to KWS Headquarters	25			10		
31	Embassy to JKIA via bypass	50			10		
32	Embassy to Wilson Airport	25			10		
33	Embassy to Westlands //Kileleshwa (including Riverside Drive) Area	25			10		
34	Embassy to Eastleigh/Eastlands Area	50			10		
35	Embassy to Runda/Rosslyn Ridge	200			20		
36	Embassy to Muthaiga	50			10		
37	Embassy to Nakumatt Junction	50			10		
38	Embassy to Parklands	50			10		
39	Embassy to Muthurwa	50			10		
40	Embassy to Gachie/Banana Areas	25			10		
41	Embassy to Ndenderu/Nyathuna/Limuru Areas	25			10		
42	Embassy to Lower Kabete/Wangige	25			10		
43	Embassy to Kabete	25			10		
44	Embassy to Kilimani	25			10		

45	Embassy to Kangemi/Uthiru/Ndumbuini Areas	25			10		
46	Embassy to Kawangware	25			10		
47	Embassy to Dagoretti Market/Kikuyu	25			10		
48	Embassy to Dagoretti Corner/Kawangware	50			10		
49	Embassy to Hurlingham/Yaya Center/Kilimani Areas	50			10		
50	Embassy to Kibera/Olympic Estate	50			10		
51	Embassy to Lang'ata/Southlands/Otiende	25			10		
52	Embassy to Nairobi West/Madaraka Areas	25			10		
53	Embassy to Wilson Airport/Carnivore	50			10		
54	Embassy to South B & C Areas	25			10		
55	Embassy to Balozi, Muthaiga North	50			10		
56	Embassy to Bomas of Kenya/Karen/Karen Shopping Center Areas	50			10		
57	Embassy to KCCT Mbagathi/Ongata Rongai Areas	50			10		
58	Embassy to Ngong Road City Mortuary to Morning Side Building	50			10		
59	Embassy to Ngong/Kiserian/Matasia	50			10		
60	Embassy to Buruburu/Pioneer Estates	50			10		
61	Embassy to Donholm/Tena/Greenfields/Jacaranda Estates	50			10		
62	Embassy to Umoja/Innercore	38			10		
63	Embassy to Komarock/Kayole via town Areas	25			10		
64	Embassy to Ngumba Estate	25			10		
65	Embassy to Serena Hotel/Panafric	25			10		
66	Embassy to Saika Estate- Kangundo Road	25			10		
67	Embassy to Kasarani/Kariobangi South	25			10		
68	Embassy to Shanzu	25			10		
69	Embassy to Bahati	25			10		
70	Embasi to Jericho	25			10		
71	Embassy to Uhuru/Bahati	25			10		

72	Embassy to Dandora	25			10		
73	Embassy to Ruai	25			10		
74	Embassy to Safari Park	25			10		
75	Embassy to Kasarani.Mwiki	25			10		
76	Embassy to Zimmerman/Kahawa West Areas	25			10		
77	Embassy to Kenyatta University Area	50			10		
78	Embassy to Ridgeways/Thindigwa Est/ Kiambu Rd.	50			10		
79	Embassy to UNHCR- Rhapta Road	25			10		
80	Embassy to Upperhill,Community	25			10		
81	Embassy to Juja	25			10		
82	Embassy to Ruiru	100			20		
83	Embassy to Makongeni, Thika	50			10		
84	Embassy to Embakasi/Nyayo Highrise	25			10		
85	Embassy to Crowne Plaza, Upperhill	25			10		
86	Embassy to Kiambu Kanunga	25			10		
87	Embassy to Pangani/Jericho	25			10		
88	Embassy to Zuccini Westlands-General Mathenge	25			10		
89	Embassy to Landmark Plaza	25			10		
90	Embassy to Nyari/Yaya	25			10		
91	Embassy to Ruaka	25			10		
92	Embassy to Mucatha	25			10		
93	Embassy to Kinoo	25			10		
94	Embassy to Baba Dogo Road	25			10		
95	Embassy to Capital West- Eden Square	25			10		
96	Embassy to Mugumo/Magna/Tribe	25			10		
97	Embassy to Harambee Estate	25			10		
98	Embassy to Milimani	25			10		
99	Embassy to Kawaida	25			10		
100	Embassy to Ridgeways/ Warehouse	25			10		
101	Embassy to Runda/Gigiri	25			10		
102	Embassy to Kibagare	25			10		
103	Embassy to Thigiri	25			10		
104	Embassy to Laico Regency	25			10		
105	Westlands to Wilson Airport	25			10		

106	Westlands to Runda/Rosslyn Ridge	25			10		
107	Runda/Rosslyn Ridge to JKIA	25			10		
108	Runda/Rosslyn Ridge to Wilson Airport	25			10		
109	Runda/Rosslyn Ridge to Westlands/Kileleshwa (including Riverside Drive) Area	25			10		
110	Runda to Village Market	100			20		
111	Runda to Karen	100			20		
112	Runda/Rosslyn Ridge to Muthaiga	300			20		
113	Runda to Ruai	25			10		
114	Runda to Thigiri/Kiambu	25			10		
115	Runda to Mimosa	25			10		
116	Runda to Kawangware	25			10		
117	Ruaka to Kyuna	25			10		
118	JKIA to Dagoreti/Kikuyu	25			10		
119	JKIA to Dagoreti Corner/Kawangware	25			10		
120	JKIA to Kibera/Adams/Jamhuri	25			10		
121	JKIA to Langata	25			10		
122	JKIA to Nairobi West/Madaraka	25			10		
123	JKIA to Carnivore	100			10		
124	JKIA to South B/C	25			10		
125	JKIA to Huruma/Kariobangi/Outering	25			10		
126	JKIA to Kasarani/Safari park/Zimmerman	25			10		
127	JKIA to Mbagathi/Rongai/Karen KCCT	25			10		
128	JKIA to Mwiki/Githurai	25			10		
129	JKIA to Buruburu	25			10		
130	JKIA to Donholm/Jacaranda/Green fields	25			10		
131	JKIA to Umoja	25			10		
132	JKIA to Kamarock/Kayole	25			10		
133	JKIA to NASCOP/Community	50			10		
134	JKIA to City Center	50			10		
135	JKIA to Westlands	50			10		
136	JKIA to Kabete/Uthiru	25			10		
137	JKIA to Kingeero/Wangige	25			10		
138	JKIA to Kangemi	25			10		

139	JKIA to Ruai	25			10		
140	JKIA to Dandora	25			10		
141	JKIA to Dagoreti Market	25			10		
142	JKIA to Hurlingham/Yaya/Kilimani	25			10		
143	JKIA to Kibera/Adams/Jamhuri	25			10		
144	JKIA to Wilson/Carnivore	25			10		
145	JKIA to Sankara	25			10		
146	JKIA to Parklands	25			10		
147	JKIA to Ngong	25			10		
148	JKIA to Thigiri	25			10		
149	JKIA to Thindigua	25			10		
150	JKIA to Ridgeways	25			10		
151	JKIA to Rongai	25			10		
152	JKIA to Chancery via bypass	25			10		
153	Fourways to Serena	25			10		
154	Wilson to CDC	50			10		
155	Wilson to NASCOP/Community	50			10		
156	Wilson to City Center	50			10		
157	Wilson to Kingeero/Wangige	25			10		
158	Wilson to Kabete	25			10		
159	Wilson to Kangemi	25			10		
160	Wilson to Dandora	25			10		
161	Wilson to Ngong	25			10		
162	Wilson to Kitisuru	25			10		
163	Kiambu Close to Kasarani	25			10		
164	Kiambu to Dandora/Lone Tree	25			10		
165	Kileleshwa to Moundsmere	25			10		
166	Thigiri to Mini Market	25			10		
167	Thigiri Junction to Gachie	25			10		
168	Thigiri Lane to Gigiri	25			10		
169	Thigiri Lane to Muthaiga	25			10		
170	Thigiri Lane to Westlands	25			10		
171	Thigiri Lane to Aga Khan/Village Market	25			10		
172	Thigiri to Muthaiga/Village Market	25			10		
173	Thigiri Road/junction to Thigiri Lane	25			10		
174	Thigiri Lane to Red Hill	25			10		
175	Thigiri Lane to UNEP	25			10		
176	Thigiri Lane to Nakumatt Junction	25			10		

177	Thigiri Lane to Village Market/Mucatha	25			10		
178	Thigiri to Kasarani	25			10		
179	Thigiri to Alliance Francais	25			10		
180	Village to Sankara	25			10		
181	Rosslyn to Intercontinental	25			10		
182	Rosslyn to Lower Kabete	25			10		
183	Rosslyn to Kibera	25			10		
184	Rosslyn to Ruiru	25			10		
185	Rosslyn to Nyari	25			10		
186	Rosslyn to Athi River	25			10		
187	Rosslyn to Kawangware	25			10		
188	Muthaiga to Gachie/Kangemi	25			10		
189	Muthaiga to Dandora	25			10		
190	Muthaiga(Amb. Res) to Kileleshwa	25			10		
191	Muthaiga Amb Residence to Warehouse	25			10		
192	Muthaiga to Highridge/Thigiri	25			10		
193	Muthaiga to Village Market/Gachie	25			10		
194	Muthaiga to Balози Estate Muthaiga North	25			10		
195	Muthaiga to Village Market/Mucatha	25			10		
196	Muthaiga to Thigiri Lane	25			10		
197	Muthaiga to Kyuna(Tate House)	25			10		
198	Muthaiga to Mobil Plaza	25			10		
199	Muthaiga to Kasarani	25			10		
200	Muthaiga to Dandora/Pipeline	25			10		
201	Muthaiga to Wangige	25			10		
202	Mucatha to Peponi	25			10		
203	Gigiri to Dandora	25			10		
204	Gigiri to ISK	25			10		
205	Gigiri to Muchatha	25			10		
206	Gigiri to Saika	25			10		
207	Gigiri to Ngara	25			10		
208	Gigiri to Waiyaki Way	25			10		
209	Gigiri to Zimmerman	25			10		
210	Gigiri to Kayole	25			10		
211	Gigiri to Industrial Area	25			10		
212	Gigiri to CBD	25			10		
213	Gigiri to KRA	25			10		
214	Gigiri to Pumbill Auto	25			10		

215	Gigiri to Alliance Francais	25			10		
216	Gigiri to Uthiru Muthua	25			10		
217	Gigiri Lobelia to Office of Deputy President	25			10		
218	Gachie to ISK	25			10		
219	Gigiri to Baraka Estate/Embakasi	25			10		
220	Gigiri to Westlands, Town, Chancery	25			10		
221	Parklands to Town	25			10		
222	Spring Valley to Kianjogu	25			10		
223	Spring Valley to Karura	25			10		
224	Peponi to Kibera	25			10		
225	Riruta to Kibagare	25			10		
226	Chancery to Ruiru	25			10		
227	Chancery to MOFA/Westlands	25			10		
228	Chancery to Kawangware	25			10		
229	Chancery to Indigo, Ngong Road	25			10		
230	Kenya School of Monetary Studies to Fourways Kiambu Road	25			10		
231	Ambassador's Residence Muthaiga to Kibagare	25			10		
232	Riverside to Kenyatta University	25			10		
233	KBC to Town Center	25			10		
234	Loresho to Serena	25			10		
235	Kyuna to Kasarani/Sunton Estates	25			10		
236	Loresho to Uhuru Estate	25			10		
237	DT Dobie to Chancery	25			10		
	<b>Total Estimated Fixed Rate Cost</b>						

**iii) Waiting Charges applicable after one hour drop off (One hour Leeway)**

Sedan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Total estimated Amount
1-15 (Unit)		30	
<b>Total Estimated Cost</b>			

Minivan waiting charges (Units of 15 minutes)	A	B	A*B
	Unit Price	Estimated number of Units	Total estimated Amount
1- 15 (Unit)		30	
<b>Total Estimated Waiting Charges Cost</b>			

<b>Option Year 4- Total Estimated Amount (Daily, Fixed and Waiting Charges Rate Combined):</b>	
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IV. ALLOWABLE VEHICLE SUBSTITUTIONS

If the specified number of sedans, vans and buses are not available, the following substitutions are allowable:

vans substituted for sedans

buses substituted for vans or sedans

Sedans shall not be used in place of vans. Simply stated, larger vehicles may replace smaller vehicles, but smaller vehicles may not replace larger vehicles. If the Contractor makes substitutions, billing and payment shall be at the contract rate for type of vehicle ordered by the Government.

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#### 4. VEHICLES

##### 4.1. Types of Vehicles

The Government requires the following types of vehicles, if ordered under this contract. All vehicles shall be of the latest model and in excellent condition with air-conditioning. The Contractor shall provide registration numbers before the vehicles are used.

<u>Vehicle Type</u>	<u>Size and Description</u>
Sedan	Minimum 2-litre engine, four-door, capable of carrying four passengers
Sedan Lux	Luxury-equipped sedan; Minimum 2-litre engine, four-door, capable of carrying four passengers
Minivan	Capable of carrying 6-8 passengers

4.2 Replacement/Serviceing. The Contractor shall provide a replacement vehicle equivalent to the type that requires replacement, due to accident, breakdown, or any other reason, within one (1) hour of notice by the driver or by the COR.

#### 5. COMMUNICATION EQUIPMENT

The Contractor shall provide two-way communication equipment (such as radios, cellular phones, or pagers) which shall be available for use by the driver at all times during the shift.

#### 6. DISPATCH POINTS

6.1 Dispatch points will be stated in each individual task order.

- Embassy to Town Center
- Embassy to Upperhill
- Embassy to Government Offices
- Embassy to Lavington
- Embassy to Panafric Hotel
- Embassy to Belgian Embassy
- Embassy to Canadian
- Embassy to Ruaka
- Embassy to Naivasha Road
- Embassy to Windsor
- Embassy to Nairobi Hospital
- Embassy to Premier Academy
- Embassy to CDC Kemri
- Embassy to town/Upperhill

The COR will take each summary invoice and furnish the detailed invoice to the appropriate official in each individual Government agency. That agency representative will review the detailed invoice and either approve for payment or advise the COR of the inaccuracies found. It shall be the COR who will interact with the Contractor on any invoice problems.

The Contractor will send all invoices electronically to the following address:

**Financial Management Center**

U.S. Embassy Nairobi.

*Email:* NairobiPayables@state.gov

Payment shall be made in local currency by Electronic Funds Transfer (EFT) within 30 days after receipt of the proper invoice

(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:

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(End of clause)

**652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)**

(a) The Department of State observes the following days as holidays:

<b>Day/Date</b>	<b>Holiday</b>	<b>Remark</b>
Wednesday, January 1	New Year's Day	American/Kenyan
Tuesday, January 21	Birthday of Martin Luther King, Jr.	American
Tuesday, February 18	Washington's Birthday	American
Friday, April 10	Good Friday	Kenyan
Monday, April 13	Easter Monday	Kenyan
Friday, May 1	Labor Day	Kenyan
Wednesday, May 27	Memorial Day	American
Monday, June 1	Madaraka Day	Kenyan
Friday, June 5*	Eid-ul-Fitr*	Kenyan
Friday, July 4	Independence Day	American
Wednesday, September 2	Labor Day	American
Wednesday, October 14	Columbus Day	American

**New FAR clause and provision as required in FAC 2020-06 updates.**

**1. The cover letter is revised to include the following: “If you are from a country with an international agreement or tax treaty with the United States, please ensure 52.229-11 is completed and W-14 is submitted with your offer.”**

**2. In Section 1 - Pricing, the following notification is hereby incorporated:**

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26 U.S.C. 5000C

**3. In Section 2, FAR clause 52.212-5 is hereby rescinded and replaced with 52.212-5 dated JUN 2020 in full text.**

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (Jun 2020)

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

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

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

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (June 2020), with *Alternate I* (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#))).

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

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [Reserved].

(6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- X\_ (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) ([31 U.S.C. 6101note](#)).
- X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- (10) [Reserved].
- (11)
- (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C.657a](#)).
- (ii) Alternate I (Mar 2020) of [52.219-3](#).
- (12)
- (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (Mar 2020) of [52.219-4](#).
- (13) [Reserved]
- (14)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C.644](#)).
- (ii) Alternate I (Mar 2020).
- (15)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Mar 2020) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (17)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Nov 2016) of [52.219-9](#).
- (iii) Alternate II (Nov 2016) of [52.219-9](#).
- (iv) Alternate III (Jun 2020) of [52.219-9](#).
- (v) Alternate IV (Jun 2020) of [52.219-9](#).
- (18) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C.637\(a\)\(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).
- (22)
- (i) [52.219-28](#), Post Award Small Business Program Re-representation (Mar 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
- (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- X\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (30)
- (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of [52.222-26](#).
- (31)
- (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

- (ii) Alternate I (Jul 2014) of [52.222-35](#).
- (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (ii) Alternate I (Jul 2014) of [52.222-36](#).
- (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35) (i) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (37)
- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40)
- (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of [52.223-13](#).
- (41)
- (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-14](#).
- (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- (43)
- (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-16](#).
- (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- (47)
- (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (Jan 2017) of [52.224-3](#).
- (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- (49)
- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of [52.225-3](#).
- (iii) Alternate II (May 2014) of [52.225-3](#).
- (iv) Alternate III (May 2014) of [52.225-3](#).
- (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (51) [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).

X (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

\_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).

X (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

\_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

\_\_\_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).

X (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C.3332](#)).

\_\_\_ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C.3332](#)).

\_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (Feb 2006) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

\_\_\_ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C.4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C.793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C.4212](#)).

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

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).

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

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

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

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

(End of clause)

#### **4. FAR 52.229-12 is hereby incorporated in full text in Section 2 of the solicitation.**

52.229-12 Tax on Certain Foreign Procurements—Notice and Representation (Jun 2020)

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

*Foreign person* means any person other than a United States person.

*United States person*, as defined in [26 U.S.C. 7701](#)(a)(30), means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701](#)(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](#), Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under [26 U.S.C. 5000C](#); and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by

Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the [26 U.S.C. 5000C](#) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue.

(f) Taxes imposed under [26 U.S.C. 5000C](#) may not be—

- (1) Included in the contract price; nor
- (2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

**5. In Section 3, FAR 52.212-1 dated (MAR 2020) is hereby rescinded and replaced by 52.212-1 dated (JUN 2020)**

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2020), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

**6. In Section 3, the following language is hereby incorporated:**

**If your offer is from one of the excepted countries please provide the W-14 form with your offer.**

<https://www.irs.gov/forms-pubs/about-form-w-14>  
<https://www.irs.gov/instructions/iw14>

**7. In Section 5, FAR 52.212-3 dated (MAR 2020) is hereby rescinded and replaced by FAR 52.212-3 dated (JUN 2020)**

52.212-3 Offeror Representations and Certifications-Commercial Items (Jun 2020)

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

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

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

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and

who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended. “Sensitive technology”—

*Sensitive technology*—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

*Service-disabled veteran-owned small business concern—*

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

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

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

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

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

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR124.1002.

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

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

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

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

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

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

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

that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end

products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

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

[List as necessary]

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

(g)

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

25.

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

Line Item No.	Country of Origin
_____	_____

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will

consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (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.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

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

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

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

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

(2) *Representation.* The Offeror represents that—

- (i) It  is,  is not an inverted domestic corporation; and
- (ii) It  is,  is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: \_\_\_\_\_.

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

(s) [Reserved].

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

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

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

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

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

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

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

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

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

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

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

(End of Provision)

*Alternate I (Oct2014).* As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision: (11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

## **8. FAR 52.229-11 is hereby incorporated in full text in Section 5 of the solicitation.**

### 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in [26 U.S.C. 7701\(a\)\(30\)](#) means

(1) A citizen or resident of the United States;

(2)A domestic partnership;

(3)A domestic corporation;

(4)Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 701\(a\)\(31\)](#)); and

(5)Any trust if—

(i)A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii)One or more United States persons have the authority to control all substantial decisions of the trust.

(b)Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d)For purposes of withholding under [26 U.S.C. 5000C](#), the Offeror represents that

(1)It  is  is not a foreign person; and

(2)If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14  a full exemption, or  partial or no exemption [Offeror shall select one] from the excise tax.

(e)If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1)The clause at FAR [52.229-12](#), Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2)The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f)If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR [52.229-12](#), Tax on Certain Foreign Procurements, in any resulting contract.

(g)A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts.

For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

**9. In Section 5, the date on FAR clause 52.225-25 Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications is hereby revised to (JUN 2020)**