

Embassy of the United States of America Baghdad, Republic of Iraq

March 20, 2018

General Services Office/Procurement Baghdad Diplomatic Support Center

To: Prospective Quoters

RE: Request for Quotations number 191Z1218Q0006 Fiber Optic Upgrade

The US Embassy Baghdad - Baghdad Diplomatic Support Center (BDSC) has a requirement for Fiber Optic Upgrade at BDSC compound. Enclosed is a Request for Quotation (RFQ) No. **191Z1218Q0006**. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document and submit it to the address shown on the Standard Form 1449 that follows this letter.

Your quotation must be submitted in a sealed envelope marked "RFQ Solicitation Number 191Z1218Q0006 Quotation Enclosed" to the Contracting Officer, at the U.S. Embassy Baghdad – Baghdad Diplomatic Support Center or via email to the following email address: BDSCProcurement@state.gov no later 16:00 hours Baghdad time on (or before) May 4, 2018. No quotation will be accepted after this time.

All quoters that are interested in responding to the solicitation must be technically qualified, financially responsible, must have the necessary personnel, licenses and permits required by the local law authorizing to provide the required service in Republic of Iraq, and possess a high level of experience and technical competence.

The U.S. Government intends to award a contract or purchase order to the responsible company submitting a technical acceptable quotation with the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely

Francis Mbenna Contracting Officer

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OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						S 1.	PR710	ON NUMBER 6760	PAGE 1 OF 48	
2. CONTRACT NO).	3. AWARD/EFFECTIVE DATE	RDER NUM	BER	5.	5. SOLICITATION NUMBER 191Z1218Q0006		6. SOLICITATION ISSUE DATE March 20, 2018		
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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 FOR SUPPLIES/SERVICES RFQ NUMBER S- **191Z1218Q0006** PRICES, BLOCK 23

I SCOPE OF CONTRACT

The Contractor shall Provide all labor, materials, tools, equipment, transportation, fuel, communication, expertise, supervision and all other items and services (excluding Government Furnished Equipment (GFE) as indicated below) as necessary to complete the work described in this Statement of Work (SOW), the incorporated drawings and specifications within the expectations of acceptable U.S. construction industry standards, practices, and techniques in accordance with SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT. The prices listed shall include all labor, materials, insurance (see FAR 52.228-3 and 52.228-5), overhead, and profit

II TYPE OF CONTRACT

This is a firm-fixed price type of contract to provide for the complete project including every aspect of the Work described in the SOW and as indicated on the drawings and specifications.

The Government will pay the Contractor for all the supplies & services delivered by the contractor in compliance with the terms and conditions of the contract.

III PERIOD OF PERFORMANCE

The Period of performance will be for 90 days effective from the date of the "Notice to Proceed" letter of the awarded contract.

IV PRICING

The prices are stated in	(offeror insert currency). The Government will make payment in
the stated currency by Electronic Funds	Transfer (EFT) within 30 calendar days after receipt of the proper
invoice.	

In consideration of satisfactory performance of the services required under this contract, the Contractor shall be paid a firm fixed-price (FFP).

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 has a tax exemption certificate from the host government.

CONTINUATION TO SF-1449, RFQ NUMBER 191Z1218Q0006

SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

V PERFORMANCE WORK STATEMENT

1. PROJECT DESCRIPTION

1.1 SUMMARY

- 1.1.1. Provide all labor, materials, tools, equipment, transportation, fuel, communication, expertise, supervision and all other items and services (excluding Government Furnished Equipment (GFE) as indicated below) as necessary to complete the work described in this Statement of Work (SOW), the incorporated drawings and specifications within the expectations of acceptable U.S. construction industry standards, practices, and techniques.
- 1.1.2. The Contractor shall become familiar with the details of this project, validating all quantities, dimensions and requirements of the project.
- 1.1.2.1. The Contractor is liable, at their cost, for any re-work or additional work/materials required as a result of errors anticipating the project requirements and/or existing conditions.
- 1.1.2.2. The Contractor shall advise the Contracting Office of any discrepancies and request resolution prior to developing their proposal and/or executing the project.
- 1.1.2.3. The contractor is responsible to locate all existing utility lines prior to any excavation.
- 1.1.2.4. Prior to disconnecting any existing utility services, the contractor is responsible to provide 48-hour advance notice to the Contracting Officer's Representative (COR).
- 1.1.3. Following Contract Award, the Contractor is required to mobilize and commence work within 5 calendar days after the Contractor receives the Notice to Proceed (NTP), prosecute the work diligently and complete all Phases of work ready for use within the time allotted in the Contract.
- 1.1.3.1. The NTP will be issued once the Contracting Officer (CO) is satisfied that all preliminary administrative provisions of the Contract are met following Contract Award.
- 1.1.3.2. The time stated for completion of the project shall include punch list inspections and cleanup of the premises. See Section 5 below.
- 1.1.4. The Contractor shall maintain a dedicated and accurate set of drawings to record any changes, adjustments or modifications during the progress of the new work.
- 1.1.4.1. Once the project is complete, the Contractor shall convert any and all comments or revisions to a set of As-Built Drawings and deliver them to the Project Manager prior to final acceptance.

1.1.4.2. As-Built deliverables will consist of three (3) sets of hard copies and one (1) digital CD in both AutoCAD and PDF format.

1.2 BACKGROUND

1.2.1. Security Integration and Monitoring seeks to construct small buildings that will be used for future technical security systems.

1.3 OBJECTIVE

1.3.1. The Objective is to provide the necessary infrastructure paths designed by DS to supply new fiber throughout the BDSC compound for an upgraded network capability.

2 GENERAL CONDITIONS

2.1. Fixed-Price Proposal

- 2.1.1. The Contractor shall provide a single fixed-priced Proposal for the complete Project including every aspect of the Work as described in this SOW and as indicated on the drawings and specifications.
- 2.1.2. The contractor shall gather field measurements, verify and quantify all required materials and tasks necessary to complete the proposed new work.

2.2. Codes and Standards

- 2.2.1. Notwithstanding any other provisions of this SOW, comply with U.S. laws applicable to the work, the Contract and the DOS, OBO.
- 2.2.2. For all general purposes and in the case of inconsistencies, the following codes, standards and/or references are enforced and will prevail:
 - 2011 NEC for New Construction
 - 2015 OBO Code Supplements
- AISI "Specification for the Design of Cold-Formed Steel Structural Members."
 2001Edition, with 2004 Supplements
- American Society of Civil Engineers, ASCE 7-05, Minimum Design Loads for Buildings
 - 2009 NFPA 101, Life Safety Code
 - 2011 NFPA 780, Standard for the installation of Lightning Protection Systems
 - National Fire Protection Association (NFPA) 70

- American National Standards Institute (ANSI) C2
- Occupational Safety & Health Administration (OSHA most current standards.)
- ACI 318-08, Building Code Requirement for Structural Concrete (if required)
- 2.2.3. The Contractor is responsible for compliance with all applicable Codes and Standards; Work not in compliance could be deemed to be unacceptable.
- 2.2.4. The contractor is encouraged to offer alternatives that may be more suitable or preferable to local conditions that conform to the requirements and meet the specifications.
- 2.2.5. Contact the COR to report, clarify and/or identify inconsistencies, if any.
- 2.2.6. Per FAR 52.232-5 and 52.246-21, upon contract award, the awardee will be responsible for providing a "Letter of Bank Guaranty" for the value of 10% of the total contract. The contractor shall remedy at the contractor's expense any damage to Government-owned or controlled real or personal property, when the damage is the result of (i) The contractor's failure to conform to contract requirements; or (ii) Any defect of equipment. Material, workmanship, or design furnished. If no damage or defect is found after one year of the conclusion of the performance, the guarantee will be released.
- 2.2.7. Cylinder and slump test are required for each concrete batch. Testing to be performed by an independent lab approved by the Government. Test results to be submitted to the Government.

2.3. Safety and Liability

- 2.3.1. The Government assumes no responsibility for injuries or damages suffered by contractor, its officers, agents or employees, or any other liability while engaged in the performance of this contract.
- 2.3.2. The contractor agrees to take reasonable measures to provide for the safety and security of its own workforce, as well as the safety and security of all others present at the work site while engaged in the performance of the work.
- 2.3.2.1. Following contract award, submit to the COR, for government approval, one (1) copy of the contractor's project- specific Safety Plan tailored to the accomplishment of the work specified in this SOW.
- 2.3.3. The Contractor will adhere to the most recent and appropriate provisions of the Occupational Safety & Health Administration (OSHA) guidelines.
- 2.3.3.1. Ensure that employees are supplied and use proper personal safety equipment (i.e. hardhats, eye protection, proper hearing protection, gloves, and safety boots).
- 2.3.3.2. Establish a safety zone around the work area and establish a safety system to prevent injuries to worker as well as others present at the work site while engaged in the performance of the work.

2.3.3.3. Install warning markers and other devises to prevent injuries to vehicles, pedestrians, and others who may be on site.

2.4. Supervision and Quality Control

- 2.4.1. Maintain supervision of all personnel and implement quality control measures throughout the execution of the project.
- 2.4.2. Establish quality standards for construction and materials suitable to meet or exceed the requirements of the Government as confirmed by Quality Assurance (QA) inspections conducted by the COR.
- 2.4.2.1. Following contract award, submit to the COR, for government approval, one (1) copy of the contractor's project- specific Quality Control (QC) Plan tailored to the accomplishment of the work specified in this SOW.
- 2.4.2.2. The COR may require the Contractor to demonstrate, in advance at no cost to the Government, that materials, techniques or practices the Contractor intends to use will satisfy the intent, quality and pace of work required by the contract.
- 2.4.3. The Contractor is responsible for all QA interface and scheduling.
- 2.4.4. Submit weekly progress reports with photographic back up and revisions to the construction schedule (if any) to the COR throughout the entire course of the project.
- 2.4.5. The construction supervisor will be capable of speaking English and have documented experience on projects similar (or larger) in size and complexity.

2.5. Submittals.

- 2.5.1. The contractor shall be responsible for submitting shop drawings, product data, system descriptions, structural data and material selections for the FMS Engineer's review and approval following Contract Award and prior to fabrication and release of any materials.
- 2.5.1.1. No work will proceed without approved designs or material submittals for the phase of construction commencing.
- 2.5.1.2. If disapproved, the Contractor will be required to resubmit within 3 working days.
- 2.5.2. The Contractor will utilize a Computer Numerical Controlled (CNC), FRAMEMASTER or FRAMECAD type program for all framing configurations to determine the actual size and gauge of framing materials and detailing based on the proposed use and design loads.

- 2.5.2.1. Provide all design drawings and pertinent data in us standard units of measure based on the exhibits and attachments included with this SOW.
- 2.5.2.2. Design drawings and submittals will be reviewed and returned to the contractor within 7 working days in most cases.
- 2.5.3. Failure to produce submittals in a timely fashion or repetitive re-submittals found to be incomplete or non-compliant with the contract documents; will not constitute an acceptable claim for time extensions or costs increases or any other damages incurred by the contractor.

2.6. Construction Schedule

- 2.6.1. Following contract award, submit a construction schedule reflecting the performance period as stated in the contract (90 days) for FMS approval.
- 2.6.1.1. The schedule should include milestones to accomplish with percentages of the tasks to be accomplished. Identify any deviations from the original Solicitation.
- 2.6.1.2. If the schedule needs adjustment during the course of the project, communicate schedule issues or potential impact to the COR.

2.7. Commencement, Prosecution, and Completion of Work

- 2.7.1. The Contractor shall be required to:
- 2.7.1.1. Commence work under this contract within 5 calendar days after the date the Contractor receives the Notice to Proceed.
- 2.7.1.2. Complete all work under this contract within (90) calendar days after the date the Contractor receives the Notice to Proceed.
- 2.7.1.3. Prosecute the work diligently.

2.8. Pre-Construction Conference

- 2.8.1. The Contractor shall participate in a Preconstruction Conference at a time and location determined after contract award.
- 2.8.1.1. This conference must occur prior to the Contractor starting ANY work, including site preparation and material delivery.

- 2.8.1.2. At this meeting the Contractor shall provide an updated project schedule (if not already provided) to the COR for approval, and be prepared to discuss specific aspects of the pending construction effort.
- 2.8.1.3. The purpose of the Pre-construction Conference is to ensure that the Contractor and FMS personnel are operating from the same intent and expectations for this SOW.

2.9. Modification to Contract

- 2.9.1. The Contractor shall not incur any costs beyond those described in this SOW unless directed otherwise in writing by the CO.
- 2.9.1.1. Any work performed by the Contractor beyond this SOW without written direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.

2.10. Work Hours

- 2.10.1. The work shall be authorized for 24-hours per day until the project is finished. A weekly work schedule will be provided by the COR.
- 2.10.2. Night, weekend and holiday work are permitted when authorized by the COR.
- 2.10.3. An Embassy holiday schedule is available for the COR
- 2.11. Site Security
- 2.11.1. The Contractor is responsible for on-site security as necessary to ensure no unauthorized access to their work sites.
- 2.11.2. The Contractor is solely responsible for securing their working materials and equipment.
- 2.11.3. Any damage to facilities or infrastructure which occurs due to a lack of proper site security will be the responsibility of the Contractor to correct.

2.12. Contractor's Temporary Work Center.

- 2.12.1. The Contractor will be permitted to use a designated area on Embassy grounds for project operations and storage of his construction equipment and materials if warranted.
- 2.12.2. The Contractor shall not receive additional compensation to relocate his operations if directed by the COR during the course of the project.

- 2.12.3. The Contractor is responsible for obtaining and securing any additional mobilization area beyond that designated.
- 2.12.4. The Contractor is responsible for maintaining his Temporary Work Center area in a clean and orderly manner at all times.
- 2.12.5. Upon completion of the Contract, all temporary facilities shall be removed from the work center area within 5 days of final acceptance and shall be disposed of as directed.
- 2.12.6. The site shall be cleared of construction debris and other materials and the area restored to acceptable grade.

2.13. Workforce

- 2.13.1. The contractor shall provide all supervision, skilled and unskilled labor needed to perform the work.
- 2.13.2. In order to comply with the Embassy's minimum escort ratio requirement of one (1) escort to four (4) workers, the Contractor will have on his staff an employee(s) with a Regional Security Office (RSO) vetted "Escort" Badge.
- 2.13.3. If the Contractor has no staff with an Escort Badge, the Contractor will have 10 days from award to submit the required paperwork. The RSO vetting process could take up to 30 days and must be shown on the Contractors Project Schedule.
- 2.13.4. Information for all non-badged staff must be submitted to the COR for processing to allow the workers access to Compound Access Control (CAC) points. This list must be resubmitted every 30 days or if modified or revised.
- 2.13.5. If escorts are needed prior to being vetted by the RSO, the Contractor may submit a request to the COR for government furnished escorts.
- 2.13.6. The COR will schedule temporary escorts ONLY if they are available and the request must be submitted at least 48 hours in advance of the preferred date.

2.14. Subcontractors.

2.14.1. Contractor shall be responsible for the conduct, behavior and workmanship of any and all of their Subcontractors engaged for this Project, and for Subcontractor compliance with the terms of this Statement of Work while on Embassy property.

2.15. Government Furnished Equipment

- 2.15.1. There are no supplemental equipment, tools, project support, or life support provisions anticipated for this project unless otherwise indicated in this SOW.
- 2.15.2. See Section 3.4 below.
- 2.16. Site Clean-Up and Restoration:
- 2.16.1. Ensure the work site and areas around the work site are free of any debris and materials upon completion of work each day, as well as at the completion of the job.
- 2.16.2. Remove and properly dispose of all materials and equipment at the completion of the job.
- 2.16.3. All unused materials and/or equipment remain the property of the Embassy.
- 2.16.4. Return/store all unused materials and/or equipment to a location designated by the COR.
- 2.16.5. Restore the work site, insofar as reasonably possible, to its condition prior to work, including replacement of vegetation, sidewalks, grading, drainage, and similar conditions affected by work during the performance of the Contract.

2.17. Noncompliance:

- 2.17.1. The COR will promptly notify the Contractor and the CO of any discovered or apparent noncompliance with this SOW or acceptable standards of workmanship.
- 2.17.2. The CO reserves the right to halt work for any violations of the SOW he/she perceives.
- 2.17.3. The contractor will address and/or take immediate corrective action of non-compliance upon notification, whether verbal or written.
- 2.17.4. Such notice, when delivered to the Contractor at the work site, is sufficient for the purpose of notification.
- 2.17.5. Such notice, when delivered to the Contractor does not automatically constitute a basis for an extension of time or other monetary claims.
- 2.17.6. The CO is the only person who may authorize the resumption of work once the non-compliance issue is resolved.
- 2.17.7. Failure to recognize and correct/replace non-compliant work or materials in a timely manner (3-5 days) could be considered grounds for default.
- 2.17.8. The COR has the authority to stop work immediately in the case of an emergency or if unsafe conditions are observed.

2.18. Removal of Unacceptable Work:

- 2.18.1. New work could be considered 'unacceptable' if it does not conform to the requirements of the contract or this SOW as determined by the COR.
- 2.18.1.1. Resolve or remove unacceptable work immediately whether the result of:
 - poor workmanship;
 - defective materials;
 - damage;
 - carelessness, or;
 - any other cause found to exist
- 2.18.2. Removal and/or replacement of unacceptable work doesn't automatically constitute a basis for an extension of time or other monetary claims.

2.19. Final Inspection and Closeout

- 2.19.1. The Contractor shall notify the COR when the project is ready to be turned over to the Embassy.
- 2.19.2. The Government will perform a final inspection.
- 2.19.3. The final inspection shall be attended by the KO or COR, FAC Project Engineer and Contractor.
- 2.19.4. A comparison of the Statement of Work (SOW) with the completed project work will take place.
- 2.19.5. Remaining items of work will be identified on a "punch list" and delivered to the Contractor.
- 2.19.6. Based on the punch list, the COR will determine if supplemental follow-up inspections are required.
- 2.19.7. The Contractor shall correct and/or repair all punch list items within 5 days or as arranged with the COR.
- 2.19.8. Final payment will be authorized and the project will be transferred to the possession of the Embassy:
 - Once punch list items are corrected or completed to the satisfaction of the COR

- The contractor has removed all debris from the existing site and disposed of it properly.
- As-built drawing reflecting the constructed new work have been submitted to the FAC Engineer

3 DETAILED STATEMENT OF WORK

- 3.1. Site Work
- 3.1.1. Extensive site work is required for this project.
- 3.1.2. If unforeseen site conditions are encountered, notify the COR to resolve any condition that may affect either the schedule of the project or costs to rectify
- 3.2. Work Site Safety
- 3.2.1. The Contractor shall maintain and enforce a general work safety plan throughout the course of the work.
- 3.2.2. Barricade areas as required to prevent accidental exposure to falling objects or other construction site risks.
- Additional safety measures may be required as directed by the COR as the project progresses and actual working conditions are established.
- The Contractor will make all adjustments necessary to establish and maintain a safe work site in adherence to typical OSHA standards and practices.
- 3.2.3. Local Contractor will inspect and survey locations for underground conduit installation. Note existing sewer, power, and signal lines.
- 3.2.4. Local Contractor will cut, remove, and dispose of concrete along conduit path if it is necessary.
- 3.2.5. Local Contractor will install Contractor provided correct conduit 2" (51mm) Schedule 80 PVC or RGS' and connect as per the design.
- 3.2.6. Local Contractor will use 2" (51mm) of compact gravel 5-15mm base gravel (at the bottom of the trench), 2" (51mm) of compact base sand, and 12"(305mm) select backfill with correct concrete. (25MPA)
- 3.2.7. Local Contractor will mount correct boxes 12" (305mm) x 12" (305mm) x 6" (158mm) on wall 12" (305mm) off of finished grade.
- 3.2.8. Local Contractor will leave pull string in each conduit path.
- 3.2.9. Exterior RGS pipe, boxes, and couplings will be provided by the government.

3.3. The BDSC infrastructure Local Contractor project will be separated into the following:

- 3.3.1. Perform in-ground trenched conduit installation.
- 3.3.2. Connect to existing underground and above ground infrastructure
- 3.3.3. Include a separate price for the cost of fiber, pulling fiber and terminations
- 3.3.3.1. Pulling and terminating (2)12 strand OM3 multimode from the GCP(ITN2) to the SOB(602). (2) 1000M OM3 12 strand multimode fiber rolls with 48 connectors.
- 3.3.3.2. Pulling and terminating 12 strand OM3 multimode from the GCP to the PAX terminal. (1) 560M 12 strand OM3 multimode fiber roll with 24 connectors.
- 3.3.3.3. Pulling and terminating 12 strand single mode from the GCP to the BIAP gate. (1) 2000M 12 strand single mode fiber roll with 24 connectors.
- 3.3.3.4. Pulling and terminating 12 strand single mode from the GCP to CAC2. (1) 3300M 12 strand single mode fiber roll with 24 connectors.

Perform in-ground trenched conduit installation- (Refer to C2.01 through C2.14 for installation locations and C5.01 and C5.02 for installation details in the attached Local Contractor design Package)

VI INVOICING

- (a) The Contractor shall submit the invoice to the COR at the address shown in paragraph D below. A proper invoice shall include the following information:
 - Contractor's name and bank account information for payments by wire transfers
 - Invoice Date
 - Contract number
 - Name, title, phone number, and address of person to contact in case of defective invoice
- (b) If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendars days. The Contractor shall then submit a proper invoice.
- (c) 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.

(d) The contractor shall send all invoices to the following address:

Financial Management Office, Embassy of the United States of American, Al Kindi Street, International Zone, Baghdad, Iraq.

Or by electronic means in Acrobat PDF format to the following email address:

<u>BaghdadVouchers@state.gov</u> and/or to <u>BDSCProcurement@state.gov</u>, Attn. name of COR

(e) Payment will be made by Electronic Funds Transfer (EFT) within 30 days after receipt of the proper invoice.

VII. KEY PERSONNEL

- The contractor shall assign in writing a Project Manager who shall be able to converse in English and Arabic. The Project Manager or her/his designee shall be the primary point of contact between the contractor and the U.S. Mission Iraq sites listed under Par. V.
- During the first 15 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 5 calendar days after the occurrence of any of these events and provide the information required below to the Contracting Officer at least 5 days before making any permanent substitutions.
- 3. After the first 15 days of performance, the Contractor may substitute a key person if the contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of the proposed action immediately. Prior to making the substitution, the Contractor will provide the information required below to the Contracting Officer.
- 4. The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute. The proposed substitute shall possess qualifications comparable to the original key person. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within 15 calendar days after receiving the required information. The Government will modify the contract to reflect any changes in key personnel

VIII PERMITS

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required to perform the work under this contract. The contractor shall obtain these permits, licenses, and appointments in compliance with applicable laws of the United States and Republic of Iraq.

The contractor shall always have in its possession all valid licenses as follows:-

- Copy of the company registration with the Iraqi Ministry of trade (registration must be 2012 or newer).
- Copy of the contract, valid purchase order or invitation letter.
- Copy of the company tax clearance. The tax clearance must be addressed to PMNOC, includes the contract or PO number and valid through May 31, 2018.
- · Copy of jinsyas, national ID card, or passports for all persons on the PMNOC request.
- Copy of vehicle registration for all vehicles. If the vehicle is registered in a different person's name, a motor vehicle letter of authorization (LOA) is required.

IX <u>DISCLOSURE OF INFORMATION</u>

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

X TECHNOLOGICAL REFRESHMENT

After contract award, the Government may pursuant to FAR clause 52.212-4, Contract Terms and Conditions—Commercial Items, paragraph (c), changes, and request changes within the scope of the contract. These changes may be required to improve performance, or react to changes in technology.

The contractor may propose for the Government's technological refreshment substitution or addition for any provided product(s) or services that may become available as a result of technological improvements. The Government may, at any time during the term of this contract or any extensions thereof, modify the contract to acquire products which are similar to those under the contract and that the Contractor has or has not formally announced for marketing purposes. This action is considered to be within the scope of the contract. At the option of the Government, a demonstration of the substitute product may be required. The Government is under no obligation to modify the contract in response to the proposed additions or substitution.

Such substitution or additions may include any part of, or all of, a given product(s) provided that the following conditions are met and substantiated by documentation in the technological refreshment proposal:

- (a) The proposed product(s)/service(s) shall meet all of the technical specifications of this document and conform to the terms and conditions cited in the contract.
- (b) The proposed product(s) /service(s) shall have capacity, performance, or functional characteristics equal or greater than the current product(s)/service(s).

- (c) The proposal shall discuss the impact on hardware, services and delivery schedules. The cost of changes not specifically addressed in the proposal shall be borne entirely by the contractor.
- (d) Contractor has the right to withdraw, in whole or in part, any technological refreshment proposal prior to acceptance by the Government. Contractor will use commercially reasonable efforts to ensure that prices for substitutions or additions are comparable to replaced or discontinued products. If a technological refreshment proposal is accepted and made a part of this contract, an equitable adjustment increasing or decreasing the contract price may be required and any other affected provisions of this contract shall be made in accordance with this clause, the Changes clause, and other applicable clauses of the contract.

XI SURVIVABILITY AND RECOVERY

The contractor shall have a working system of a backup in case of emergencies when parts of the are inoperable.

The contractor shall have a recovery plan in place that shall deal with such occurrences.

XII QUALITY ASSURANCE PLAN (QAP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance.

The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
Services.	PERFORMANCE WORK	All required services are
Performs all set forth in the performance work statement	STATEMENT	performed and no more than one (1) customer complaint is
(PWS)		received per month

SURVEILLANCE

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

STANDARD

The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

When the Contractor fails to provide the products and or services at the acceptable quality performance standards required by this contract, the Government shall apply deductions for the services described in Article IV PRICING. The Contracting Officer will make final determination as to whether downtime is the fault of the Contractor.

XIII. RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (February 28, 2012)

 On contracts exceeding \$150,000 where performance will require the recruitment of nonprofessional third country nationals, the offeror is required to submit a Recruitment Plan as part of the proposal. Contractors providing employer furnished housing are required to submit a Housing Plan.

2. Recruitment Plan

- a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.
- b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.
- c. Provide sample recruitment agreement in English.
- d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State jobs.
- e. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.
- f. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
- g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
- h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.
- The offeror will submit a Housing Plan if the contractor intends to provide employer furnished housing for TCNs. The Housing Plan must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any

variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

- 3. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:
 - a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons
 - b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.
 - c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at http://www.state.gov/g/tip or from the Contracting Officer.
 - d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).
 - e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHOTLINE@STATE.GOV.

- f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.
- g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.
- h. The contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

LIST OF ATTACHMENTS

Exhibit A - Detailed Statement of Work

Exhibit B - Drawings

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (JAN 2017), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items (Nov 2017)

- (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) <u>52.203-19</u>, 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) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
 - (3) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).
- (4) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- _X_ (1) <u>52.203-6</u>, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (<u>41 U.S.C. 4704</u> and <u>10 U.S.C. 2402</u>).
- _X_ (2) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C.</u> 3509)).
- ___(3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- _X_ (4) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).
 - (5) [Reserved].
- _X_ (6) <u>52.204-14</u>, 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) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note). X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313). __(10) [Reserved]. (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). __ (ii) Alternate I (Nov 2011) of <u>52.219-3</u>. (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). __ (ii) Alternate I (JAN 2011) of 52.219-4. __(13) [Reserved] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644). __ (ii) Alternate I (Nov 2011). (iii) Alternate II (Nov 2011). (15)(i) <u>52.219-7</u>, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). __ (ii) Alternate I (Oct 1995) of 52.219-7. (iii) Alternate II (Mar 2004) of 52.219-7. __ (16) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3).__ (17)(i) <u>52.219-9</u>, Small Business Subcontracting Plan (Jan 2017) (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 (Nov 2016) of 52.219-9. (v) Alternate IV (Nov 2016) of 52.219-9. (18) <u>52.219-13</u>, Notice of Set-Aside of Orders (Nov 2011) (<u>15 U.S.C. 644(r</u>)). X (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)). X (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 (Nov 2011) (15 U.S.C. 657 f). (22) <u>52.219-28</u>, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

(23) <u>52.219-29</u>, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (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 (Dec 2015) (15 U.S.C. 637(m)). (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755). X (26) 52.222-19, Child Labor. Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126). (27) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015). __ (28) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246). (29) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212). __ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). (31) <u>52.222-37</u>, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212). (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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). (34) 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.) (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). (37) <u>52.223-12</u>, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693). (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514). __ (ii) Alternate I (Oct 2015) of <u>52.223-13</u>. (39)(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.

(40) <u>52.223-15</u>, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b). (41)(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. (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513). (43) <u>52.223-20</u>, Aerosols (Jun 2016) (E.O. 13693). __(44) <u>52.223-21</u>, Foams (JUN 2016) (E.O. 13693). __ (45)(i) <u>52.224-3</u>, Privacy Training (JAN 2017) (5 U.S.C. 552a). (ii) Alternate I (JAN 2017) of 52.224-3. __ (46) <u>52.225-1</u>, Buy American. Supplies (May 2014) (<u>41 U.S.C. chapter 83</u>). (47)(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. __(48) <u>52.225-5</u>, Trade Agreements (OCT 2016) (<u>19 U.S.C. 2501</u>, et seq., <u>19 U.S.C. 3301</u> note). (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). (50) <u>52.225-26</u>, 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). (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). X (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41) U.S.C. 4505, 10 U.S.C. 2307(f)). (54) <u>52.232-30</u>, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). X (55) 52.232-33, Payment by Electronic Funds Transfer. System for Award Management (Jul

2013) (31 U.S.C. 3332).

(56) <u>52.232-34</u>, Payment by Electronic Funds Transfer. Other than System for Award Management (Jul 2013) (31 U.S.C. 3332). (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332). X (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)). (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). (ii) Alternate I (Apr 2003) of 52.247-64. (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.] (1) <u>52.222-17</u>, No displacement of Qualified Workers (May 2014)(E.O. 13495). X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67). (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). (5) 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). X (6) 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). (7) 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). (8) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2015). __(9) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706). __ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)). (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions

of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the

simplified acquisition threshold, and does not contain the clause at <u>52.215-2</u>, 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 (Oct 2015) (41 U.S.C. 3509).
- (ii) <u>52.203-19</u>, 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) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C. 637(d)(2</u>) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iv) <u>52.222-17</u>, No displacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause <u>52.222-17</u>.
 - (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
 - (vi) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
 - (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) <u>52.222-37</u>, Employment Reports on Veterans (Feb 2016) (<u>38 U.S.C. 4212</u>)
- (x) <u>52.222-40</u>, 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.
 - (xi) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>). (xii)
- _X_ (A) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627).
 - (B) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C.</u> chapter 78 and E.O 13627).
- (xiii) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (xiv) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
 - (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
 - (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
- (xix) <u>52.225-26</u>, 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; <u>10 U.S.C. 2302 Note</u>).
- (xx) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (xxi) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b</u>) and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (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)

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://acquisition.gov/far/index.html or <a href=

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at https://www.ecfr.gov/cgi-bin/text-

<u>idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl</u> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

CLAUSE	TITLE AND DATE				
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)				
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)				
52.225-14 TRAN	INCONSISTENCY BETWEEN ENGLISH VERSION AND ISLATION OF CONTRACT (FEB 2000)				
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)				
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)				
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)				
52.232-40	PROVIDING ACCLERATED PAYMENTS TO SMALL BUSINESS				
SUBC	ONTRACTORS (DEC 2013)				
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR				
PERSONNEL (JAN 2011)					
	(End of clause)				

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

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The Contractor shall submit invoices in an original and (order number will be provided at the time of award) copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Financial Management Office (FMO) at <u>BaghdadVendorInvoice@state.gov</u>

						* : * :	ne Contractor's
address s	stated on the	cover page of the	nis contract	, unless a se	parate remitta	ance address	is shown below:
_			-				
4 							

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

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
All local Iraqi holidays

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's

personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

- (c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652,229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

- 1. List of clients over the past _01_years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Baghdad, Iraq then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- 2. Evidence that the offeror can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- 3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- 4. The offeror's strategic plan for fabrication, supplies, installation, pain etc. services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) if insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2017), is incorporated by reference (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://farsite.hill.af.mil/search.htm.

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR provisions.

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

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN TAIN ACTIVITIES OR TRANSACTIONS RELATING TO I—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

(End of provision)

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The offeror shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options, if any.
- The Government will determine offeror acceptability will be determined by assessing the offeror's compliance with the terms of the RFQ.
- The Government will determine offeror responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - · satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications - Commercial Items (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision.

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

"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.

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

or more women.

"Women-owned small business concern" means a small business concern.

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

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

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

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

the SAM website.

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

Offeror to identify the applicable paragraphs at (c) through (t) 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 \(\pi \) is, \(\pi \) 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 \square is, \square 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 \(\pi \) 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 \Box is, \Box is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(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 \Box is, \Box 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 \Box 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

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 \Box has, \Box 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 \Box has developed and has on file, \Box 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 \Box has not previously had contracts subject to the written affirmative action programs
- requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American 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	
## Table 1	2 2000 00000000000000000000000000000000	

- (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
(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
(iv) 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.
(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
(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
(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.Smade 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.Smade or designated country end products. Other End Products:
Line Item No. Country of Origin
(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.Smade 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.Smade 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

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

contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the

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 \square does \square 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.
- \square (2) Certain services as described in FAR 22.1003-4(d) (1). The offeror \square does \square 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 database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN. (3) Taxpayer Identification Number (TIN). □ TIN:
□ TIN has been applied for.
☐ TIN is not required because: ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income
effectively connected with the conduct of a trade or business in the United States and does not have
an office or place of business or a fiscal paying agent in the United States;
 □ Offeror is an agency or instrumentality of a foreign government; □ Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
□ Sole proprietorship;
□ Partnership;
□ Corporate entity (not tax-exempt);
□ Corporate entity (tax-exempt); □ Government entity (Federal, State, or local);
□ Foreign government;
□ International organization per 26 CFR 1.6049-4;
Other
(5) Common parent. □ 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
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.
(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
(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
(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
(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
(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
 (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

the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Nationals and Blocked Persons http://www.treasury.gov/ofac/downloads/t11sdn.pdf). (3) The representation and certification requirements of paragraph (o)(2) of this provision do not (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 (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 \(\pi \) has or \(\pi \) 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: \square Yes or \square 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 \Box is not \Box 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 \Box is or \Box is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(End of provision)