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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>		1. REQUISITION NUMBER PR10305179	PAGE 1 OF 55 PAGES
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2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 191Z1022Q0002	6. SOLICITATION ISSUE DATE 12/09/2021
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7. FOR SOLICITATION INFORMATION CALL:		a. NAME Alaa M Yahya	b. TELEPHONE NUMBER(No collect calls)	8. OFFER DUE DATE/ LOCAL TIME 12/30/2021 / 14:00
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9. ISSUED BY AMERICAN EMBASSY BAGHDAD AL KINDI STREET, INTERNATIONAL ZONE, ATTN: GSO/PROCUREMENT (BAGHDAD) BAGHDAD IRAQ	CODE	IZ100	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ____ % FOR:	
			<input type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS
			<input type="checkbox"/> HUBZONE SMALL BUSINESS	<input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
			<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> EDWOSB <input type="checkbox"/> EMERGING SMALL BUSINESS
			<input type="checkbox"/> 8 (A)	SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO AMERICAN EMBASSY BAGHDAD AL KINDI STREET, INTERNATIONAL ZONE, ATTN: GSO/RECEIVING BAGHDAD IRAQ	CODE	16. ADMINISTERED BY AMERICAN EMBASSY BAGHDAD AL KINDI STREET, INTERNATIONAL ZONE, ATTN: GSO/PROCUREMENT (BAGHDAD) BAGHDAD IRAQ	CODE
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17a. CONTRACTOR/OFFERER	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY AMERICAN EMBASSY BAGHDAD AL KINDI STREET, INTERNATIONAL ZONE, ATTN: FINANCIAL MANAGEMENT OFFICER BAGHDAD IRAQ	CODE
TELEPHONE NO.				

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	27a. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	27b. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i> . .
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30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	31c. DATE SIGNED
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ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SOLICITATION SECTIONS DETAILS ARE LISTED IN BELOW CONTINUATION OF SF-1449.</p> <p>Kindly carefully read all terms and conditions of this solicitation.</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)		
			42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS	

SECTION 1 - THE SCHEDULE

**CONTINUATION TO SF-1449
RFQ NUMBER - 191Z1022Q0002
PRICES, BLOCK 23**

I. PERFORMANCE WORK STATEMENT

A. General description:

The purpose of this contract is to **destruct expired SCAPE masks** for the U.S. Embassy Baghdad, Iraq, in accordance with the Schedule of Supplies/Services, Block 20, Description /Specifications/Work Statement.

The firm-fixed price rates shall include wages, overhead, general and administrative expenses, materials, transportation, including taxes and profit, and any other expenses related to the performance of these services.

B. Type of Contract:

This is a firm-fixed price rates contract.

C. Period of Performance

The performance period of this contract is 30 days from completion of vetting/security background checks to project completion.

D. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work Paragraphs	Performance Threshold
<u>Services.</u> Performs all services set forth in the scope of work.	All	All required services are performed and no more than one (1) customer complaint is received per month.

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

2. STANDARD. The performance standard is that the Government receives no more than one (1) [Note to Contracting Officer: Insert other number if desired] 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.

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

II. PRICING

The rates below shall include all direct and indirect costs, transportation, overhead and profit. The prices include all expenses, materials and equipment required to provide the service. The Government will make payment in Iraqi Dinars (IQD) for the local companies & US Dollar for the international companies.

II-A: BID FORM

No	DESCRIPTION	UNIT	QTY	UNIT PRICE \$	TOTAL PRICE \$
1	ADMINISTRATION				
1.1	Mobilization / Demobilization	Each	2		

1.2	Scheduling, Planning/Survey, and Safety/QC Plan Preparation	LS	1		
1.3	Badging / Admin	LS	1		
2	SCAPE MASKS PROJECT PRICING				
2.1	<p>Destruction of 3,500 scape masks according to the technical instructions given in SOW.</p> <p>NOTE TO OFFEROR:</p> <ol style="list-style-type: none"> 1. Offerors must provide a minimum of 5 workers and a maximum of 10 workers (Please mention the exact number of workers). 2. Offerors could offer less but not exceed 30 Days for Period of Performance. 	LS	1		
3	DBA Insurance				
3.1	Contractor shall cover each of its workers at the site with DBA Workers' Compensation coverage and require its subcontractors to do the same. Contractor must furnish certificate evidencing this coverage to Engineer prior to starting work.	LS	1		
				DBA Insurance	Sub-Total
				BASIC BID (Items 1 thru 3)	Sub-Total
4	General Overhead & Administration				
4.1	15% G & A (Basic Bid Price * 15%)				
4.2	10% Profit (Basic Bid Price * 10%)				
				Sub-Total	
5	Contract Cost				
5.1	Contract Cost (Items 1 thru 4)				

III. VALUE ADDED TAX

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.

STATEMENT OF WORK AND TECHNICAL REQUIREMENTS

Destruction of 3,500 SCAPE Masks



1. PURPOSE/SITE DESCRIPTION/ SCOPE OF WORK

This Statement of Work (SOW) requires simple hand tools and labor to dismantle and dispose of 3,500 expired SCAPE masks located at the US Embassy, Baghdad (BEC). The work location is at the Facilities Warehouse at the BEC, and chairs and worktables will be provided. Contractor is required to provide simple tools (such as: scissors/screw drivers) and the workplace is a comfortable work environment with fresh air, drinking water, and restrooms.

The simple procedure for dismantling and disposing of the expired SCAPE Masks is shown on a 3-minute video that will be provided to each Contractor at the time of the site visit.

At the conclusion of this project – 3,500 expired SCAPE Masks at the BEC will be dismantled, batteries placed in a box and turned over to BEC Facilities Dept for proper HAZMAT disposal, and mask bits and pieces will be placed in nearby trash dumpsters.

2. CONTRACTOR QUALIFICATIONS

Electrical Contractor specializing in DOD/DOS facilities work in Iraq. Electrical Technician must be competent and must have a minimum of three years documented low voltage electrical experience with verifiable references from the DOD/DOS.

3. CONTRACTOR PRE-BID MEETING AND SITE VISIT

- A. A pre-bid meeting and site visit shall be provided as a courtesy to potential contractors to provide them an opportunity to increase their familiarity of site related to executing the Work.
- B. No information presented during this pre-bid meeting and site visit shall amend or replace the information in the official contract documents issued by the DOS GSO Office, unless explicitly stated in a subsequent written addendum.
- C. Verbal statements made by representatives of the Department of State during this meeting and site visits, or at any other time, are for informational purposes only, and are not to be relied upon unless subsequently confirmed in an official written addendum issued by the GSO Procurement or by DOS Representatives.
- D. During the pre-bid meeting questions can be submitted to the GSO Office.
- E. Responses to these questions will be published and distributed to all potential contractors along with pre-bid meeting notes 3-5 days after the pre-bid meeting and site visit.

4. PERIOD OF PERFORMANCE

This project has a period of performance of 30 days from completion of vetting/security background checks to project completion.

5. SCHEDULE

Time is of the essence in this project. Contractor is required to develop a draft schedule using MS Project showing the work breakdown schedule and milestones in sufficient detail to plan, manage, quantify, and evaluate schedule performance and number of days required to complete the project. This schedule will be submitted to COR seven days after NTP for approval.

IMPORTANT NOTE: Work must be performed such that it does not interrupt normal activities at the BEC.

Approximate dates of pre-award activities

- | | | | |
|------|-------------------------|-----|-----|
| i. | Pre-Bid Site Survey | o/a | TBD |
| ii. | Bids Due | o/a | TBD |
| iii. | Contract Award | o/a | TBD |
| iv. | Notice to Proceed (NTP) | o/a | TBD |

Construction Milestones, from Notice to Proceed (all time in calendar days)

- | | | | |
|----|-------------------------|---|-------------|
| i. | Notice to Proceed (NTP) | 0 | Date of NTP |
|----|-------------------------|---|-------------|

ii.	Submit Vetting Applications	5
iii.	Workplan Submitted	10
iv.	Schedule Submitted	10
v.	Safety and Quality Plan Submitted	10
vi.	Safety and Quality Plans approved by DOS	17
vii.	Vetting Applications Approved	60
viii.	Mobilize/Site Prep	65
ix.	Project Completion	94
x.	Cleanup and Project Acceptance	95

Commencement, Execution, and Completion of Work

The Contractor is required to

- Commence work under this contract within five (5) calendar days after the date the Contractor receives approval of vetting applications.
- Prosecute the work diligently, and timely.
- Complete the entire work ready for use not later than the time frame noted above. The time stated for completion includes final cleanup of the premises.

6. CONTRACTOR'S QUALITY PLAN

The Contractor will present their Quality Control Plan or procedure as a part of the proposal to demonstrate internal quality control within their organization, methodology, and surveillance to assure SOW requirements are met and quality service provided.

The Contractor shall have a designated Quality Control Representative responsible for actively overseeing the materials procurement, inspection, and installation phases. This Quality Control Representative is required to perform, and submit to the COR, a daily inspection report. This daily report to include at a minimum: summary of daily safety training, names of workers on site, work performed by each worker, project progress, project concerns, incidents/near misses, metrics in accordance with the project timeline, and project delays such as: weather delays, BEC access issues, IZ access issues, or Govt of Iraq issues. Contractor's Quality Control Representative shall take immediate action to correct and prevent any non-compliant condition, self-identified, or identified by the DOS

At the completion of work the Contractor warrants that all work performed has been completed, and FAC/COR has signed off on all daily reports.

DOS reserves the right to exercise quality surveillance over the contractor's work and workmanship. Contractor will take immediate action to prevent and correct and non-compliant condition.

7. ALTERNATIVE PROPOSALS/EFFICIENCY IMPROVEMENTS

- Alternative proposals may be submitted by the Contractor if they can demonstrate enhanced value to the COR.
- The Contractor may also include alternative proposal/s to increase the efficiency over and above that of the standard operating arrangement.

- C. Extra cost of such improvement and extra benefit to FAC of such improvement, above that of the requested base overhaul scope shall be clearly identified.

GENERAL REQUIREMENTS

1. SECURITY AND LOGISTICS REQUIREMENTS

- A. All contractor personnel, including any subcontractors, performing work at BEC shall possess a secret personnel security clearance, MRPT, or RSO vetting approval for compound/site access purposes.
- B. All contractor furnished tools/equipment can be procured without security restrictions, utilizing commercial resources.
- C. Contractor Employee Identification - Each contractor employee shall wear his or her red visitors badge visible to all at all times, contractor CAC shall have his or her appropriate identification ready to display when entering any CAC's, which shall include, at a minimum:
- The employees; (Jensiya)
 - A picture of the employee; and
- D. The legal name under which contractor that is performing the work
- E. No electronics, including cell phones may be brought into the BEC without DOS approval.
- F. The contractor shall be responsible to ship all materials port to port and shall be responsible for customs clearances and necessary clearance formalities to transfer materials into BEC. Contractor shall be responsible for all shipment paperwork, fees, handling and movements of material in country and shall coordinate with Post all material deliveries, schedules and provide necessary forms and fees in order to move material to site.
- G. Materials/Tools/Supplies – All items coming into BEC must be inspected by DOS Personnel. Once the tools/supplies/materials are inspected by DOS, they will be secured inside the BEC.
- H. Cleared Escorts will be provided by FM for the duration of this project.
- I. The contractor shall furnish all support services for their personnel. This shall include all home office and human resources support, medical and emergency evacuation coverage, all necessary DBA and insurance coverage, travel and transport, etc.
- J. The contractor shall furnish all tools and equipment, including testing systems, meters, etc that are required to perform work under this task order. The contractor shall also furnish all technician hand tools and expendable and non-expendable equipment and supplies necessary to execute the work under this task order. The USG will not furnish any tools or equipment or other Government furnished property to the contractor for performance under this task order.
- K. Interruption of Services and Work Hours - The contractor is advised that normal business hours are Sunday through Thursday, 0800 to 1700. It is recognized that due to system and equipment configurations, facility outages are inevitable. However, the contractor shall plan and schedule all work to avoid or minimize disruption to Post operations and life services.

- L. Prior to the start of performing any work within or on the facilities, the Contractor shall coordinate and schedule all work, and notify the FM of the facility or area being affected. All notifications shall be in writing and include the length of time and type of work to be performed. Should work progress temporarily halt before task completion, the Contractor shall provide the reason for delay and the projected date and/or time they will return to complete the work.

2. SAFETY

Contractor shall provide all personnel safety equipment required to perform the work specified in this statement of work. All work shall be conducted in a safe manner and shall comply with all OSHA and NFPA requirements. The Contractor shall demonstrate proactive and innovative safety practices on a continual basis throughout the contract period. The Government shall regularly evaluate the Contractor's effective Safety and Health conduct in terms of number of occurrences and severity of mishaps.

- A. Protect construction from damage by construction equipment. Repair all damage caused by construction techniques. Take all necessary precautions to prevent any damage to adjacent structures and utilities.
- B. All contractor personnel performing services under this contract shall possess a working and demonstrated knowledge and understanding of commercial/industrial building construction.
- C. Electrical extension cords may be used on a temporary basis to provide tools and equipment. Do not overload extension cords. Frayed or spliced extension cords are prohibited.
- D. Prior to any work performance, the contractor shall evaluate the work to be performed and identify any potential safety related hazards, besides electrocution or arc flash hazards. The contractor shall furnish to the Post POSHO a work plan that includes a hazards analysis, identification of hazards, lock-out/tag-out procedures, and steps/processes/procedures the contractor will take to eliminate or mitigate the identified hazards. The hazards analysis shall be furnished 2 business days in advance of the planned/scheduled activity.
- E. Accidents - The Contractor shall report to the COR and the POSHO, exposure from any substance, possible exposure from any substance, and all accidents resulting in death, trauma, occupational disease, bodily injury, or environmental damage. All accidents shall be reported to the COR and the POSHO within 1 hour of their occurrence during core working hours, or within 10 hours of their occurrence during non-core working hours.
- F. Damages - The Contractor shall submit to the CO and COR a full report and assessment of damage to Government property, equipment, or the on-site environment caused by Contractor employees. All damage and assessment reports shall be submitted to the CO and COR within 24 hours of the occurrence. The contractor shall report to the Post Facility Manager within one (1) hour, all mishaps or damages found or caused by the contractor.
- G. Maintenance and Protection of Existing Systems during Activities - The Contractor shall protect and maintain the functionality of existing mechanical, electrical and technical systems to the greatest extent possible while performing any retrofit/demolition/replacement, repair, service, commissioning, testing and troubleshooting work activities. The contractor shall follow all OSHA regulations to ensure facility function and to maintain personnel safety and accident prevention. All electrical work, as practical, e.g. with the exception of testing

activities, shall be conducted and executed by the contractor with the equipment being worked upon in an un-energized state.

H. Safety Communications

- Contractor shall perform safety meeting on daily basis with site workers.
- Contractor shall submit weekly safety report to COR.
- Contractor Emergency Contact Information
- Contractor shall provide emergency contact information including: Owner of the company, A written service agreement with an ambulance provider who has access to the BEC entrance CAC main gates, and a copy of the ambulance agreement in both Arabic and English shall be on site with contractor's senior person.
- Contractor shall arrange for, and bear the expense of, any transportation required to move the injured employee to an appropriate Iraqi medical facility and other available medical facility.
- Contractor shall be responsible for any ongoing medical care for each employee.
- DOS shall not be responsible for any injury to any contractor personnel for any reason while on the compound.
- Contractor shall notify the DOS GSO and FM Offices of all injuries while working on the compound. The contractor shall provide a (Report Injury Form) in (Microsoft Word) detailing the events that caused the injury or illness, and near misses.
- Contractor shall comply with all safety post guidelines and shall never deviate from them.
- Contractor shall notify the DOS FM Office immediately of all incidents which involve harm or the threat of harm, to the life, health, and safety of any person during the execution of this project. The initial notification shall be verbal, followed up by a written incident report within 4 hours to DOS.
- Contractor shall maintain all incident reports, as well as provide the DOS FM Office with a copy if asked.
- Contractor shall also provide a DOS FM or the respective designee assigned to this Contract who shall be required to enter the job site each day work is in progress.
- Contractor's Safety Manager or site designee shall:
 - Have language skills to communicate in English both verbally and in writing.
 - Have a minimum of either an OSHA 30 hour's certification in General Industry or a NEBOSH International General Certificate.
 - Be responsible for ensuring that OSHA Workplace Standards are being followed at all times.
 - Be responsible for keeping the work area safe, organized and clean during and after working hours for the duration of contract performance.

I. OSHA REQUIRED PERSONAL PROTECTIVE EQUIPMENT

Eye and Face Protection

- Face shields are to be worn any time work operations can cause foreign objects to get in the eye. For example, during welding, cutting, grinding, nailing (or when working

with concrete and/or harmful chemicals or when exposed to flying particles). There is zero tolerance for failure to adhere to this requirement.

- Arc Flash PPE appropriate to the amount of energy is to be worn when exposed to any electrical hazards, including working on energized electrical systems.
- Lock Out/Tagout procedures as recommended by OSHA/ NEBOSH are to be adhered to. LOTO log is to be kept on-site in case the DOS POSHO rep asks to review them. There is zero tolerance for failure to adhere to this requirement.
- Safety Glasses are to be impact rated (ANSI Z87.1-2010) and should be of the wrap around style and have side shields.

Foot Protection

- Safety boots of either steel or composite toes are to be worn at all times while on the grounds of any DOS project. The footwear must have a minimum rating of 75 pounds impact and 75 pounds of compression. Workers should wear work shoes or boots with slip-resistant and puncture-resistant soles. There is zero tolerance for failure to adhere to this requirement.
- At no time should contractor employees be in sneakers or sandals while on the project. There is a zero tolerance for failure to adhere to this requirement.
- Welders are required to wear welding boots. There is zero tolerance for failure to adhere to this requirement.

Hand Protection

- Gloves shall fit snugly.
- Workers shall wear the correct gloves for the job (examples: heavy-duty rubber gloves for concrete work; welding gloves for welding; insulated gloves and sleeves when exposed to electrical hazards). Each individual must have the correct size gloves as well.

Head Protection

- A Class 1 G Rated hard hat is the minimal hard hat rating acceptable to use on a DOS project.
- Hard hats that have any of the following: dents, cracks, signs of deterioration or which have received a heavy blow or electrical shock are to be replaced.
- Hard hats should be visible in color and should have the name of contractor company identification visible by logo.

Hearing Protection

- Ear plugs should have a minimal rating of 29 dB and be readily available. Ear plugs are to be used when the dB level is above 85 and the employee is exposed.
- Earmuffs can be used in place of earplugs if desired. Earmuffs must be rated to provide 33dB protection.
- In environment where dB ratings exceed 100 both ear plugs and earmuffs are to be worn. This is a zero-tolerance policy.

Fall Protection

- Fall protection shall be used for any employee on a walking/working surface 6 feet (1.8 m) or more above lower levels (ground).
- Workers shall be protected from falling by a guardrail system, safety net system, or personal fall arrest system that can hold 400 lbs.
- Any scaffolding that must be erected must have an inspection by contractor's Safety representative certifying the scaffold is in good repair and is safe to use during the project.
- Scaffolding erection is to be done by contractor's designated competent person for scaffolding erection and inspection.

3. CONTRACTOR'S INSURANCE

- Contractor shall be responsible for procuring Defense Base Act (DBA) Insurance for all its employees who will be working under this project.
- Contractor shall product proof of Defense Base Act (DBA) Insurance to the GSO Office for record.

4. WORKER/PERSONNEL REQUIREMENTS

These requirements establish minimum standards for all contractor personnel performing electrical work at the US Embassy, Baghdad, Iraq.

These requirements shall apply to ALL electrical work being performed by the contractor, including ANY of it's subcontractors with a alternating or direct current voltage greater than 50 volts phase to ground or phase to phase. These requirements shall also apply to any medium voltage electrical work being performed. Voltage (of a circuit): The greatest root-mean-square (rms) (effective) difference of potential between any two conductors of the circuit concerned.

DEFINITIONS:

"Qualified person". One who has received training in and has demonstrated skills and knowledge in the construction and operation of electric equipment and installations and the hazards involved.

Note 1 to the definition of "qualified person:" Whether an employee is considered to be a "qualified person" will depend upon various circumstances in the workplace. For example, it is possible and, in fact, likely for an individual to be considered "qualified" with regard to certain equipment in the workplace, but "unqualified" as to other equipment. (See 1910.332(b)(3) for training requirements that specifically apply to qualified persons.)

Note 2 to the definition of "qualified person:" An employee who is undergoing on-the-job training and who, in the course of such training, has demonstrated an ability to perform duties safely at his or her level of training and who is under the direct supervision of a qualified person is considered to be a qualified person for the performance of those duties.

“Competent Person”. One who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees and who has authorization to take prompt corrective measures to eliminate them.

“Electrical work” consists of, but is not limited to, the following: (i) planning and layout of details for installation or modifications of electrical apparatus and controls including preparation of sketches showing location of wiring and equipment; (ii) measuring, cutting, bending, threading, assembling and installing electrical conduits; (iii) performing maintenance on electrical systems and apparatus; (iv) observation of installed systems or apparatus to detect hazards and need for adjustments, relocation or replacement; and (v) repairing faulty systems or apparatus and determining fit for service conditions/certifications

“Electrician” means a tradesman who does electrical work including the construction, repair, maintenance, alteration or removal of electrical systems in accordance with the National Electrical Code or any other supplements including any maintenance or acceptance testing criteria, manufacturer design standards and specifications, instructions.

Apprentice - a person who assists licensed tradesman while gaining knowledge of the trade through on the job training and related instruction in accordance with the apprentice's recognized apprenticeship curriculum.

Helper/Laborer - a person who assists a licensed tradesman and is not authorized to execute, plan, lay out, supervise or direct, trade work activities.

Journeyman Level - a person who possess the necessary ability, proficiency and qualification to execute, install, repair and maintain specific types of materials and equipment, utilizing a working knowledge sufficient to comply with the pertinent provisions of the applicable safety and building codes,

Master Level - a person who possesses the necessary ability, proficiency and qualifications to execute, install, plan, lay out, supervise and direct the details for installation and supervise the work of installing, repairing and maintaining specific materials and equipment utilizing a working knowledge sufficient to comply with the pertinent provisions of the applicable safety and building codes including the National Electrical Code, any code supplements, maintenance and acceptance testing criteria and standards, manufacturer requirements and executed in accordance with the contract/statement of work, plans and specifications.

“Supervisor” means the licensed master or journeyman tradesman who has the responsibility to ensure that the installation is in accordance with the applicable provisions of the National Electrical Code or any other supplements including any maintenance or acceptance testing criteria, manufacturer design standards and specifications, instructions, one of whom must be on the job site at all times during work performance.

SITE SUPERVISOR EXPERIENCE AND QUALIFICATIONS:

The Site Supervisor shall possess a minimum of two years on the job experience with building construction, civil, plumbing, and electrical work and activities identical to those required and specified within this section, contract and any scope of work requirements.

The Site Supervisor shall be responsible, competent and capable to lead and direct work activities, monitor and control budget/cost, time/schedule, contractor human resources, risk and scope. The Site Supervisor shall also be responsible to complete and submit project reports and updates, complete action plans, implement production, productivity, quality and customer service standards, resolve problems and conflicts, identify trends, determine schedule and productivity improvements, and implement changes, as directed or required.

GENERAL WORKER REQUIREMENTS.

All contractor personnel performing electrical work under this contract shall possess the following and shall meet the requirements and have the qualifications provided in this section.

1. All contractor personnel shall be at least 18 years old.
2. All contractor personnel shall meet the current educational requirements by passing all required courses prior to the time of work performance.
3. All contractor personnel shall have passed the applicable examination provided by the applicable licensing and certification board or by a testing organization.

The contractor shall submit to the COR for technical review, along with country clearance bio/security data and travel itineraries, copies of tradesman licenses for those contractor personnel who will execute, install plan, lay out or direct installation or inspection work under this task order. All contractor personnel professional tradesman licenses shall be current and valid at the time of COR review and shall be maintained and remain current and valid for the complete duration of the project's execution, including the field deployment phase.

8. Contractor use of non-licensed tradesman, laborers, helpers, etc. to execute, plan, lay out or otherwise direct the execution of the work activities, under this task order is not authorized.
9. Use of contractor furnished apprentices executing any electrical tasks under this task order shall only be authorized with COR written concurrence prior to Post deployment.

10. If the contractor proposes to utilize apprentices for any work, to be executed under this task order, the contractor shall furnish to the COR for technical review, the apprenticeship curriculum, under which the apprentice is undertaking and evidence of the apprentice's ability and proficiency to execute trade work to include past practical field experience and/or formal vocational/professional training or education taken with evidence of successful completion. The contractor shall also furnish to the COR for technical review and concurrence, along with country clearance bio/security data and travel itineraries, those specific work tasks that contractor furnished apprentice's will undertake/execute while deployed to Post. The contractor shall also furnish to the COR the designated supervisory personnel to which the apprentice reports to.

11. If the contractor proposes to furnish or use contractor helpers or laborers in or on a non-related trade task or capacity, the contractor shall furnish to the COR for technical review and

concurrence, along with country clearance bio/security data and travel itineraries, those specific work tasks that contractor furnished helpers/laborers will undertake/execute while deployed to Post. The contractor shall also furnish to the COR the designated supervisory personnel to which the laborer/helper reports to.

12. The use of the term contractor within this statement of work section shall also apply to all prime and subcontractor personnel utilized under this project. Use of locally hired subcontractor personnel by the prime contractor is not authorized without specific written CO approval.

13. Contractor submittal of personnel resumes does not constitute sole proof of factory certification. The equipment manufacturer shall undersign all factory personnel certification documents attesting to personnel certification, qualifications and certification levels achieved.

14. All contractor personnel factory certifications shall be current and valid at the time of COR review and shall be maintained and remain current and valid for the complete duration of the project's execution, including the field deployment phase.

5. ALTERNATIVE PROPOSALS/EFFICIENCY IMPROVEMENTS

- Alternative proposals may be submitted by the contractor if they can demonstrate enhanced value to DOS.
- Contractor may also include alternative proposal/s to increase the efficiency over and above that of the standard operating arrangement.
- Extra cost of such improvement and extra benefit to DOS of such improvement, above that of the requested base overhaul scope shall be clearly identified.

6. DOS GSO/ FM MANAGEMENT

DOS Shall: Recommend a single point of contact (POC) who the responsibility within contractor's organization to perform all tasks has specified herein including but not limited to:

- Managing the Work schedule
- Provide technical compliance and support coordination
- Perform competent oversight and unannounced safety compliance inspections
- Ensuring all activities are controlled, scheduled, monitored, reported, and managed consistent with the requirements set forth in this SOW
- Receive, review and comment on or approve all documentation required to be provided by contractor.
- Inspect quality and completeness of work performed and provide rework comments.
- Approve contractor's work subject to final acceptance by DOS FM Office

7. CONSEQUENTIAL PROPERTY DAMAGE

- Contractor shall take all precautionary measures not to damage existing utilities on site.
- Contractor shall be responsible for repair/replacement of any property damaged by contractor's employees while on site.

8. ACCEPTANCE

- This contract shall be considered complete by DOS FM Office when the following items, in addition to any others specified herein, are performed and the work accepted by DOS:
- All deliverables defined in the contract are accepted by DOS FM Office.
- Final documentation shall be submitted both in electronic and hard copy formats.
- All tasks identified in the SOW are completed.
- Acceptance of all workmanship, material and deliverables resides with DOS FM Office or his/her delegated representative.
- After Work is completed, contractor shall provide required project task checklist, final reports and other deliverables to DOS FM Office for review and approval.
- The FM Office shall notify the GSO Office that all work herein is completed.
- That the work has been accepted, or
- Notify contractor in writing advising what tasks still required to be accomplished.

9. COMMUNICATIONS/CORRESPONDENCE

- DOS shall be solely responsible for all contractual and program management coordination with all Government agencies in connection with the effort described herein.
- Daily operations or field level contractor communication with end-user Government representatives at a particular site is permissible, so long as DOS FM Office staff is informed of the discussions.
- Contractor communications with end-user Government representatives which attempt to modify the terms and conditions of the contract or SOW, that may cause delays to the project, are prohibited and are therefore void.
- All correspondence and questions (both administrative and technical) shall be e-mailed to the designated DOS GSO Office, shall be published to the DOS FM Office for a response.
- Direction, guidance, or clarification from both the DOS FM/GSO Offices is valid only when confirmed in writing.

10. CONTRACTUAL AUTHORITY

- Performance of the requirements of the SOW will be under the administrative direction of the DOS GSO Office.
- Administrative direction includes guidance and approval that establishes all understandings and agreements between contractor and DOS.
- The sole authority to make changes on behalf of DOS to the Work described herein rests with the DOS FM Office through the DOS GSO Office.
- Acceptance of direction to make changes to the Statement of Work "SOW" defined under this SOW from anyone other than the authorized DOS Facility Manager shall neither be considered a basis for a claim against DOS, nor shall it relieve contractor from fulfilling its contractual obligations under this contract.

11. WARRANTY

- At the completion of the project, contractor shall warrant that all work performed has been completed in a quality, skillful and professional method, all documentation is complete and the DOS GSO and FM Office has signed off on all reports/checklists.
- Contractor shall provide a one-year warranty period for workmanship and materials.
- All components/parts/materials warranty paperwork shall be provided to DOS.

-----END of STATEMENT OF WORK-----

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) 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. (SEP 2021)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (*31 U.S.C. 3553*).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (*19 U.S.C. 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:

— (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (OCT 1995) (*41 U.S.C. 4704* and *10 U.S.C. 2402*).

— (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (*41 U.S.C. 3509*)).

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

— (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (*31 U.S.C. 6101 note*).

— (5) [Reserved].

— (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

— (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

— (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (*31 U.S.C. 6101 note*).

— (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (*41 U.S.C. 2313*).

— (10) [Reserved].

— (11)

(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (*15 U.S.C. 657a*).

— (12)

(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (*15 U.S.C. 657a*).

— (13) [Reserved]

— (14)

(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (*15 U.S.C. 644*).

— (ii) Alternate I (MAR 2020) of 52.219-6.

— (15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (*15 U.S.C. 644*).

— (ii) Alternate I (MAR 2020) of 52.219-7.

— (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (*15 U.S.C. 637(d)(2)* and (3)).

— (17)

(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (*15 U.S.C. 637(d)(4)*).

— (ii) Alternate I (NOV 2016) of 52.219-9.

- (iii) Alternate II (NOV 2016) of [52.219-9](#).
- (iv) Alternate III (JUN 2020) of [52.219-9](#).
- (v) Alternate IV (JUN 2020) of [52.219-9](#)
- (18)
 - (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
 - (ii) Alternate I (MAR 2020) of [52.219-13](#).
 - (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637\(a\)\(14\)](#)).
 - (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
 - (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).
 - (22)
 - (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
 - (ii) Alternate I (MAR 2020) of [52.219-28](#).
 - (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([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 (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
 - (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
 - (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
 - (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
 - (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).
 - (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
 - (30)
 - (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
 - (ii) Alternate I (FEB 1999) of [52.222-26](#).
 - (31)
 - (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
 - (ii) Alternate I (JUL 2014) of [52.222-35](#).
 - (32)
 - (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
 - (ii) Alternate I (JUL 2014) of [52.222-36](#).

— (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

— (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

— (35)

(i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

— (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

— (37)

(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

— (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

— (40)

(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (OCT 2015) of [52.223-13](#).

— (41)

(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (Jun2014) of [52.223-14](#).

— (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

— (43)

(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

— (ii) Alternate I (JUN 2014) of [52.223-16](#).

— (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

— (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

— (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

- (47)
- (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (JAN 2021) (*41 U.S.C. chapter 83*).
- (49)
- (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)(*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 (JAN 2021) of 52.225-3.
- (iii) Alternate II (JAN 2021) of 52.225-3.
- (iv) Alternate III (JAN 2021) of 52.225-3.
- (50) 52.225-5, Trade Agreements (OCT 2019) (*19 U.S.C. 2501*, et seq., *19 U.S.C. 3301* note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; *10 U.S.C. 2302*Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (*42 U.S.C. 5150*).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (*42 U.S.C. 5150*).
- (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (*41 U.S.C. 4505*, *10 U.S.C. 2307(f)*).
- (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (*41 U.S.C. 4505*, *10 U.S.C. 2307(f)*).
- (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (*31 U.S.C. 3332*).
- (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (*31 U.S.C. 3332*).
- (60) 52.232-36, Payment by Third Party (MAY 2014) (*31 U.S.C. 3332*).
- (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (*5 U.S.C. 552a*).
- (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (*15 U.S.C. 637(d)(13)*).
- (63)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).

— (ii) Alternate I (APR 2003) of 52.247-64.

— (iii) Alternate II (FEB 2006) of 52.247-64.

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

— (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

— (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

— (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

— (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

— (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

(e)

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

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

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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further

subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons ([OCT 2020](#)) ([22 U.S.C. chapter 78](#) and E.O 13627).

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

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

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

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

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

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

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

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

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

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

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (*46 U.S.C. 55305* and *10 U.S.C. 2631*). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

Add the following clause in full text:

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

(c)

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

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

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

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

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

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

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

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

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

(End of clause)

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

52.252-2CLAUSES 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. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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 Regulations (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS’ COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

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

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(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 one (1) copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Invoices should be sent to the following address:

US EMBASSY
Iraq, Baghdad
International Zone
Al-Kindy Street

Or at email address: BaghdadVendorInvoice@state.gov

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

(End of clause)

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

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

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

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.

(a) The COR for this contract is Eng. Ahmed F. Ahmed/ Facilities Office.

(End of clause)

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.

(End of clause)

SECTION 3 - SOLICITATION PROVISIONS

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

1. List of clients, 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 the Republic of 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/quoter 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 Messenger Service 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.

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (SEP 2021), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

- A. Summary of Instructions. Each offer must consist of the following:

A.1. completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>]

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

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. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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 solicitation provisions are incorporated by reference:

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
(AUG 2020)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on Sunday, December 19, 2021 at 10:00 AM (Baghdad local time) at White CAC (Texas Lot) Prospective offerors/quoters should contact GSO Procurement at baghdadgsoprocbid@state.gov for additional information or to arrange entry to the building.

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

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name] , at [insert telephone and fax numbers] . For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (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 service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items,

have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

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

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

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

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

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

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

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

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 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 is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples*.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior

opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

- TIN has been applied for.
- TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

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

(5) *Common parent.*

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

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

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

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

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps

or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: _____

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

(s) [Reserved].

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

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

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

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

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

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

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

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

to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(End of provision)

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. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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 solicitation provisions are incorporated by reference:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN
CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—
REPRESENTATION AND CERTIFICATIONS (JUN 2020)