



Embassy of the United States of America

Manila, Philippines

February 9, 2021

Dear Prospective Quoters:

SUBJECT: RFP NO. 19RP3821R0003, Painting Services for US Owned and Leased Residences for U.S. Embassy Manila

The Embassy of the United States of America invites you to submit a quotation for the **Painting Service for US Owned and Leased Residences for U.S. Embassy Manila**

A site visit will be held on **February 17, 2021 at 10:00 a.m.** (Manila time), followed by a pre-quotation conference at the GSO Building, Seafront Compound, Roxas Boulevard, Pasay City. Request for access clearance must be submitted through email address ManilaContracting@state.gov or LegayadaBB@state.gov on or before February 12, 2021, no later than 1:00 p.m. (Manila time). Request should include the name/s of your company's representative/s (**limit to two**), vehicle make/model/color/plate number and name of driver, if any. Access to the Embassy facilities will not be permitted without prior access clearance.

Submit any questions you may have concerning the solicitation documents in writing to the Contracting Officer via e-mail address ManilaContracting@state.gov on or before February 18, 2021, no later than 1:00 p.m. (Manila time).

Your offer must be submitted via email to ManilaContracting@state.gov into two separate file folders indicating Volume 1 and Volume 2, on or before **March 10, 2021 no later than 4:30 p.m.** (Manila time). No quotations will be accepted after this time.

In order for an offer to be considered, you must complete and submit the following:

1. SF-1449 cover page (Blocks 12,17,19-24 and 30 as appropriate)
2. Section 1, Pricing
3. Section 5, Representations and Certifications and ensure compliance with FAR 52.229-11 is completed with IRS Form W-14 found at www.irs.gov/w14
4. Additional information as required in Section 3.

Sincerely,


Jason B. Haskins
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER PR9269661	PAGE 1 OF 85
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE (mm-dd-yyyy)	4. ORDER NUMBER	5. SOLICITATION NUMBER 19RP3821R0003	6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 02-09-2021
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Bernadette B. Legayada/Noel Arturo G. Ocampo		b. TELEPHONE NUMBER (No collect calls) 832-0826	8. OFFER DUE DATE/ LOCAL TIME 03-10-2021 4:30 pm

9. ISSUED BY GSO/Contracting & Procurement US Embassy Manila Seafront Compound Roxas Blvd., Pasay City	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR NAICS: SIZE STANDARD:	<input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVERY TO U.S. Embassy Manila Seafront Compound, Roxas Blvd., Pasay City	CODE	16. ADMINISTERED BY Contracting Officer GSO/Contracting & Procurement	CODE
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Financial Management Center US Embassy Manila 1201 Roxas Blvd. Ermita, Manila	CODE
TELEPHONE NO.				

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PAINTING SERVICES FOR US OWNED AND LEASED RESIDENCES FOR US EMB MANILA Refer to the attached Scope of Services and Terms and Conditions <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	1	lot		0.00

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) 0.00
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ (mm-dd-yyyy). YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED (mm-dd-yyyy)	31b. NAME OF CONTRACTING OFFICER (Type or Print)	31c. DATE SIGNED (mm-dd-yyyy)
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE (mm-dd-yyyy)	32d. PRINT 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 NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE (mm-dd-yyyy)	42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (<i>mm-dd-yyyy</i>)	42d. TOTAL CONTAINERS		

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFP NUMBER S – **19RP3821R0003**
PRICES, BLOCK 23

1. SCOPE OF SERVICES

- A. The contractor shall provide all labor, materials and equipment for Make-ready Interior re-painting for USG-owned and leased residences for US Embassy Manila as described in Sections B and C of this contract, and the exhibits in Section J.
- B. The Government will order all work by issuing task orders.
- C. This is an indefinite-delivery indefinite-quantity type contract under which may be placed firm-fixed price task orders.

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

- A. The prices will include all work, including furnishing all labor, materials, equipment and services. The prices listed below shall include all labor, materials, direct and indirect costs, work permits, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit.

- B. All prices are in local currency and the Government will make payment in local currency.

C. Offers and Payment in U.S. Dollars

(1) U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

(2) Foreign Firms. Any firm, which is not a U.S. firm, is a foreign firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in local currency.

D. 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.

3. PRICING - BASE PERIOD

A. The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

A.1 BASE YEAR:

Items	Description of Services	U/M	Estimated Quantity*	Price (Php)	Total Estimated Price (Php)
PAINTING SERVICES (See Section C.2.1.4.4)					
01	4 (b) & (c) Interior-painting / varnishing of previously painted/ varnished wood/masonry or metal surface /Other finishes requiring surface preparation and two (2) finish coats of paint / varnish.	M ²	32,960		
	(d.1) Previously sprayed lacquer finish with two (2) coats of automotive lacquer.	M ²	100		

GRAND TOTAL PRICE FOR BASE YEAR PHP _____

*This estimated amount is based on total estimated Government requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

B. Contract Minimum and Maximum Amounts

1. Contract Minimum. During the contract period, the Government shall place orders for a minimum of ~~₱50,000.00~~. This is the contract minimum guarantee for this period of performance.
2. Contract Maximum. During the contract period, the amount of all orders shall not exceed the total estimated amount of the contract as stated in subsection A.1 This is the contract maximum for this period of performance.

C. Grand Total Estimated Contract Amount

The Grand Total Estimated Contract Amount for the base year is
PHP _____.

4. RESERVED
5. RESERVED
6. RESERVED
7. RESERVED
8. RESERVED
9. EFFECTIVE ORDERING PERIOD

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

- A. The effective ordering period under this contract starts on date shown in the Notice to Proceed and continues for twelve months.
- B. The Government may extend this contract under FAR 52.217-9, "Option to Extend the Term of the Contract" and 52.217-8, "Option to Extend Services".

10. COMPLETION DATES UNDER TASK ORDERS

- A. The Contractor shall have a minimum two (2) days in order to commence work under each task order issued.

- B. The following are minimum completion times that will be included in individual task orders, dependent upon the type and amount of work to be done:

Painting Interior Walls, up to 1000 square meters – two days
Painting Interior Walls, 1001 to 2000 square meters – four days

- C. Liquidated damages of **Php15,500.00** shall be assessed for each day the work remains incomplete beyond the work deadline.

11. ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, this acceptance shall be binding on the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision by the Government shall not:

- (1) extend the completion date or obligate the Government to do so;
- (2) constitute acceptance or approval of any delay, or;
- (3) excuse or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

12. WORKING HOURS

The Contractor shall perform all work during ***Mondays through Fridays, 7:30 a.m. to 4:30 p.m*** except for the holidays identified in Section I, DOSAR 652.237-82, "Observance of Legal Holidays and Administrative Leave. The Contracting Officer may approve other hours, if the Contractor gives at least 24 hours advance notice. Contractor initiated changes in work hours will not be a cause for a price increase.

13. TASK ORDERS

- A. General. The Government will order all services under this contract on a Delivery/Task Order Form "***OF 347***" (Attachment 1), issued by the Contracting Officer, as the need arises.

B. Content Task orders shall include:

Date of order
Contract number
Task Order number
Location of property
Amount of work (square meters or linear meters)
Required completion date

C. Procedures

1. Before issuing a task order, the Government may issue a written request for quotation that includes the work to be performed and the required completion date. The Contractor shall respond to that request for quotation in writing within three working days to the following address:

**Contracting and Procurement
General Services Office
American Embassy Manila
Seafront Compound, Roxas Boulevard
Pasay City**

Alternatively, the Government may simply issue a firm-fixed price task order, if it has the measurements of the work to be performed.

2. If requested to submit a firm-fixed price quotation for a task order, the Contractor shall compute a price for the required work by multiplying the unit prices in Section B by the amount of work required.

14. SELECTION OF AWARDEE FOR INDIVIDUAL TASK ORDERS

A. If more than one Contractor receives an award for these services, the following procedures shall govern the issuance of individual task orders. The Contractor shall perform no work without a task order issued by the Contracting Officer.

B. As the need for services arises, the Government will develop a price estimate. If the estimate does not exceed US\$10,000, the Government will follow the procedures in paragraph C. below. If the estimate exceeds US\$10,000, the Government will follow the procedures in paragraph D. below.

C. Orders not exceeding US\$10,000 - The Government will select a Contractor for the task order. This decision will be based on the Government's best interests, which may include factors such as estimated price; past performance record; need to meet contractual minimums; or desire to avoid exceeding task order limitations set forth in Section I, FAR 52.216-19, "Order Limitations".

D. Orders exceeding US\$10,000

1. Unless one of the exceptions in paragraph E. below applies, the Government will make its award selection based on the prices in the contract and past performance information gained as a result of Contractor performance under this contract.

2. Selection of Contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the contract. The Department of State has an Acquisition Ombudsman who will review complaints by Contractors to ensure that all Contractors are afforded a fair opportunity to be considered for these task orders under the terms of this contract.

E. Exceptions to the procedures in Paragraph D above:

1. The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or

2. It is necessary to place an order to satisfy a minimum guarantee.

15. DELIVERABLES

The Contractor shall delivery the following items under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to</u>
Insurance	1	10 days after Award	Contracting Officer
Safety Plan	1	10 days after Award	COR
List of Personnel	1	10 days after Award	COR
Construction Schedule	1	identified in each task order	COR
Payment Request/Invoice	1	completion of each task order	COR

16. INSURANCE

A. Amount of Insurance

The Contractor is required to provide whatever insurance is legally necessary under 52.228-5, "Insurance - Work on a Government Installation." The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

General Liability	
(1) Bodily injury on or off the site in Philippine Pesos:	
Per Occurrence	PhP 100,000.00
Cumulative	PhP 250,000.00
(2) Property damage on or off the site in Philippine Pesos:	
Per Occurrence	PhP 100,000.00
Cumulative	PhP 250,000.00

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

B. Government as Additional Insured

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

C. Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of FAR 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

D. Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

17. LANGUAGE PROFICIENCY

The project manager assigned by the Contractor to superintend the work on-site, as required by 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

18. LAWS AND REGULATIONS

A. Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the contractor shall comply with the more stringent of:

- (a) the requirements of such laws, regulations and orders; or
- (b) the contract.

If a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

B. Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

C. Evidence of Compliance

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

19. SAFETY – ACCIDENT PREVENTION

A. General. The Contractor shall provide and maintain work environments and procedures that will:

- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
- (2) avoid interruptions of Government operations and delays in project completion dates; and
- (3) control costs in the performance of this contract.

For these purposes, the Contractor shall:

- (a) Provide appropriate safety barricades, signs and signal lights;
- (b) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
- (c) Take any additional measures the Contracting Officer determines to be reasonably necessary for this purpose.

B. Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in:

- (1) death,
- (2) traumatic injury,
- (3) occupational disease, or
- (4) damage to or theft or loss of property, materials, supplies, or equipment.

The Contractor shall report this data as directed by the Contracting Officer.

C. Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

D. Written Program. Before starting the work, the Contractor shall:

- (1) Submit a written proposal for implementing this clause; and
- (2) Meet with the Contracting Officer to discuss and develop a mutual understanding of the overall safety program.

E. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. The Contractor shall immediately take corrective action after receiving the notice. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule for any suspension of work issued under this clause.

20. CONSTRUCTION PERSONNEL

A. Removal of Personnel

The Contractor shall:

- (1) maintain discipline at the site and at all times;
- (2) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
- (3) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer determines:

- (1) incompetent,
- (2) careless,
- (3) insubordinate or
- (4) otherwise objectionable, or
- (5) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

B. Construction Personnel Security

After award of the contract, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take seven (7) days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site. These passes must be displayed visibly by all Contractor personnel working on site. The Contractor shall inform its employees to be used under this contract that they may be subject to search by the Government when entering or leaving work. The Contractor shall return all passes upon conclusion of the contract.

21. MATERIALS AND EQUIPMENT

A. General. The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. No materials will be furnished by the Government.

B. Selection and Approval of Materials

1. Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.
2. Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:
 - (a) the names of the manufacturer;
 - (b) model number;
 - (c) source of procurement of each such product, material or equipment; and
 - (d) other pertinent information concerning the:

- (i) nature,
- (ii) appearance,
- (iii) dimensions,
- (iv) performance,
- (v) capacity, and
- (vi) rating,

unless otherwise required by the Contracting Officer.

3. The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

C. Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

22. WARRANTIES

Under FAR 52.212-4, Contract Terms and Conditions-Commercial Items, the Contractor warrants items and services provided. The Contractor shall obtain and furnish to the Government all information that is required in order to make any subcontractors, manufacturers, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

23. PAYMENT

The Contractor shall submit invoices as instructed by FAR 52.212-4(g). The Government will make payment for all work under an individual task order in a lump sum for all completed and accepted work.

Prompt payment will be processed by FMC upon receipt of an electronic or scanned copy of the invoice. Invoices or billing statement must be emailed to FMC's electronic inbox ONLY: MNLFMCDBO@state.gov.

24. RESERVED

CONTINUATION TO SF-1449, RFQ NUMBER [INSERT NUMBER]
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. APPLICABLE PAINTING STANDARDS/PAINT SPECIFICATIONS

USG Owned Residences

Painting and preparatory work shall follow 4:1 ratio. Current paint used

Walls - 4 parts White ACE Paint and 1 part White Boysen 701 paint (Flat)**
Cabinets/baseboards/cornice - White Boysen 710 paint (Semi-gloss)**
Baseboard/cornice- varnish (where applicable)

Leased Residences

Walls - white color Boysen 715 (semi-gloss), baseboard and cornice – white Boysen 710 (gloss)**
Ceiling – white Boysen 701 (flat) **
Inside cabinet – white Boysen 710 (gloss)**

**Based on existing

*** Or approved equivalent brand by POSHO

2. PREPARATION/PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, carpets, or windows). The Contractor shall move, protect and return such property to its original position upon completion of work in that area.

The Contractor shall first remove or protect furnishings (such as furniture and rugs) by appropriate covering. The Contractor shall protect floors from soiling and paint spills. Wooden floors shall not be washed under any circumstances. To protect floors (of all types) from damage, the Contractor shall use a suitable protective cover. The Contractor shall also equip ladders and scaffolding with clean rubber shoes or similar protection devices.

If the Contractor spills any paint, or in any way soils the floors, the Contractor shall clean up using a specialist floor finishing company at the Contractor's expense. After completion of the painting work, the Contractor shall return all furnishings to their original position, and clean the work area free of litter and debris.

3. UTILITIES

The Government cannot ensure that utilities will be available at all properties at all times. The Contractor shall have an alternate source of power (generator) available if needed to ensure that paint will be applied following the manufacturer's specifications. The Contractor shall not adjust the heating or air conditioning controls in properties with utilities turned on to maintain temperature. The Contractor shall have its own source of water available for clean up if water has been turned off in the property for winterization of the plumbing system.

4. EQUIPMENT

The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. The Government will not furnish any materials.

5. TECHNICAL SPECIFICATIONS FOR PAINTING WORK

A. STANDARDS

A.1. APPLICABLE PAINTING STANDARDS AND PAINT SPECIFICATIONS

A.1.1. LOCAL/INDUSTRY PAINTING STANDARDS

Painting and preparatory work shall be in accordance with the instructions given below. In cases where local standards and those listed in this contract are in conflict, the stricter of the two shall apply.

A.1.2. PAINT SPECIFICATIONS USG Residences: Paint/ varnish materials used shall be provided by the contractor and with POSHO clearance:

- a) WALL PAINT: **Acrylic latex paint (ACE ESSENCE 184A330) Deep tone base** or equivalent paints or approved equivalent by POSHO.
- b) CEILING PAINT: **Acrylic Flat Latex white. Boysen 701** or approved equivalent by POSHO.
- c) CABINET, CORNICE and BASEBOARD: **Acrylic Gloss Latex, Boysen 710, White** or approved equivalent by POSHO.
- d) CORNICE AND BASEBOARD: **Varnish** (where applicable)

A.1.3 PAINT SPECIFICATION LEASED Residences: Paint/varnish material used shall be provided by the contractor and with POSHO clearance:

- a) Wall – white color Boysen 715 (semi-gloss), baseboard and cornice – white Boysen 710 (gloss) or approved equivalent by POSHO.
- b) Ceiling – white Boysen 701 (flat) or approved equivalent by POSHO.
- c) Inside cabinet – white Boysen 710 (gloss) or approved equivalent by POSHO.

A.2.. PREPARATION AND PROTECTION OF WORK AREA

Painting/ varnishing shall not disturb or damage any fixed property (including light fixtures, floors, carpets, or windows). The Contractor shall move, protect, and return such property to its original position.

The Contractor shall remove furnishings (such as furniture, rugs) first or protect them by protective covering. The Contractor shall also protect floors from soiling and paint/varnish spills. The Contractor shall not wash wooden floors

under any circumstances. To protect floors (of all types) from damage, the Contractor shall use a suitable protective cover and provide ladders and scaffolding with clean rubber shoes or similar protection devices.

If the Contractor spills any paint/varnish, or in any way soils the floors, a specialist floor finishing company at the Contractor's expense shall perform the clean up. After completion of the painting work, the Contractor shall return all furnishings to their original position, and clean the work area free of litter and debris.

A.2.1 TECHNICAL SPECIFICATIONS FOR PAINTING WORK

The contractor shall perform the following painting/ varnishing inspection and repairs and use the checklist in Exhibit 4.

a) Inspect all painting /varnishing surfaces work including:

- interior walls, cabinets, closets, doors, windows, shelves, louvers, wood floors, parquet, ceilings, pantry, ac diffuser/grills, railings, stairs, balluster, terrace and balcony

b) Make basic repairs and/or replacements which shall be made to all items listed above, including but not limited to:

- service cleaning, repainting, resealing, patching of holes, resanding, refinishing, varnishing, and performing first echelon maintenance.

1) SURFACE PREPARATION

(a) Remove all dirt, scale, splinters, loose particles, disintegrated coatings, grease oil, other deleterious substances including all abandoned nails, screws and/or fasteners from all surfaces which are to be coated or otherwise finished. Allow sufficient time for putty to set before coating. Sandpaper entire surface of existing enamel, glossy surfaces and varnish before application of any coatings. Metal surfaces that are to be painted with water -based paint must first be coated with an approved primer zinc chromate or other approved primer.

(b) Repair, smooth, sand, spackle, or otherwise treat to render defects (such as scratches, nicks, cracks, gouges, spalls, alligating and irregularities due to partial peeling of previous paint coatings), practically imperceptible in the finished work. Where impractical to satisfactorily eliminate the defects by other means, remove existing

coatings from the entire surface using solvent type paint remover, repair the surface as necessary, prime and repaint. Where peeling is general over an area including self-contained portions of a surface, remove all paint in such area and feather the edges of such cracks, holes and uneven surfaces.

- (c) Cracks in concrete and masonry larger than 1/8" shall be made wider and deeper approximately 1/4" wide x 1/4" deep and filled in with elastomeric sealant or other material as directed, made flush with adjacent surface. In area of mildew infestation, treat surface, rinse and let dry.
- (d) On all previously painted surfaces that are to receive oil-based coatings, except rough surfaces, after all other cleaning operations and wire brushing and sanding are completed, wipe down with clean rags saturated with mineral spirits and allow to dry. Such wiping shall immediately precede the application of the first coat of any coating, unless specified otherwise.

2) SURFACES

- (a) Wood - shall be free from dust and in an approved condition to receive paint or other finish. Sharp edges must be removed. Solvent wash pitch or resin areas and seal them. Do not use water on uncoated wood. Prior to application of paint, treat knots and resinous wood with an application of knot sealer. Putty cracks and nail holes after the priming coat has been applied and has dried properly. Sandpaper the entire area of previously painted interior wood surfaces; scrape as necessary to remove loose coatings. If impregnated wood are used, care must be exercised to determine that the impregnated surface is compatible with the paint to be used. Set and putty stop all nail heads. Nails, screws and hooks shall be removed and patch up.

When performing wood preparation, sand the surface down smooth, wipe, and apply a coat of primer sealer and allow to dry before additional paint is applied. Fill open joints and all other openings with wood paste filler and sand smooth after it has dried.

- (b) Concrete and Masonry - Remove dirt, fungus, grease, and oil prior to application of coatings. Wash new and previously unpainted surfaces with a concrete neutralizer solution and allow to dry for at least 8 hrs. If needed, rinse the surface thoroughly with clean water and allow to dry before paint is applied. Wash previously coated surfaces with a suitable detergent and rinse thoroughly with fresh water. Remove glaze, all loose particles, and scale by wire brushing.

- (c) New Unprimed Metal Surfaces - Solvent clean zinc-coated surfaces with mineral spirits and wipe dry with dry clean cloths. Immediately after cleaning and treating, apply one coat of red oxide or zinc chromate metal primer paint to a dry film thickness of 0.2 to 0.5 mil on zinc coated, aluminum, brass, copper, and ferrous surfaces. Apply primer as soon as practicable after pretreatment has sufficiently dried.
- (d) Painted Metal Surfaces - Remove all deleterious substances from surfaces as specified herein; sandpaper, wire brush, rub with steel wool over their entire surfaces and scrape where necessary to remove loose paint. Clean all rusted spots down to bare metal including spots where rust discoloration appears through the existing coating. Remove to the extent that only minor rust discoloration in deep pits remains. Otherwise, clean the surfaces to bright metal. Immediately after such cleaning and before any new rust has formed, coat the bare surfaces with one coat of red oxide or zinc chromate primer paint to a dry film thickness of 0.2 to 0.5 mil. Apply primer as soon as practicable after treatment has dried.

3) THINNING OF PAINTS

Reduce paint to proper brushing consistency by adding fresh paint, except that when thinning is mandatory for the type of paint being used. Under no condition will latex or any water based paint, be thinned.

4) APPLICATION

- (a) Provide finished surfaces free from runs, drops, ridges, waves, laps, brush marks, and variations in colors. Avoid contamination of other surfaces and public and private property in the area; repair all damage thereto. Allow sufficient time between successive coats to permit thorough drying and to render each coat in a proper condition to receive the next coat. Each coat shall completely cover the surface of the preceding coat; there shall be an easily perceptible difference in shades of successive coats. Interior areas shall be broom-clean and dust-free before and during the application of coating material. Thoroughly work painting materials into all joints, crevices, and spaces. Finished surfaces shall be smooth, even, and free of defects. Retouch damaged painting before applying succeeding coats of paint.

(b) Interior Surfaces:

(1) Previously Painted/varnished Masonry/ Wood/ Surfaces:

- i) Remove dirt and apply as directed with either two (2) coats of water based interior latex paint or two (2) coats of

RFP NO. 19RP3821R0003

PAINTING SERVICES FOR U.S. OWNED AND LEASED RESIDENCES

odorless flat wall enamel paint or two (2) coats of odorless oil based enamel paint.

ii) Apply two (2) coats of gloss oil based paint /varnish on doors, door jambs, built-in cabinets, cabinets shelves, cabinet, doors, built-in closets, closet shelves, closet doors, kitchen cabinets and drawers.

(c) Other Finishes

- (1) Wrought iron grills and other metal surfaces shall first be painted with one (1) coat of red lead paint followed by two (2) coats of interior alkyd gloss enamel as appropriate.
- (2) Adobe and other stone surfaces - when varnish has been applied previously, restore sheen with one coat of clean gloss, water resistant spar varnish. When varnished to natural finish, all stained, dirty or discolored areas shall be scraped or wire brushed to original appearance.
- (3) Factory finished material such as Danarra panels shall not be included in the finishing services.
- (4) Only when directed, shall wall paper be removed and/or painted over.
- (5) Acoustic ceiling tiles that are dirty, faded, or yellowed shall be painted with two (2) thin coats of interior latex paints.
- (6) Refinish of existing spray finish surfaces such as Duco Lacquer finishes will be subject to a separate quotation.

(d) Spray Lacquer Finish Surfaces

- (1) Previously Spray Lacquer Finish Surfaces shall be surface prepared and applied with one (1) coat of automotive lacquer.

The contractor shall furnish all tools and equipment needed for the re-painting works, in accordance with Section J, Exhibit 6, except for Government Furnished Property.

A.3 MAJOR REPAIRS

The Contractor shall immediately inform the COR or the Facilities Management (FAC) of major safety problems and the need for major and/or specialized repairs to any part of the serviced area of the residential unit. The Contractor shall also inform the COR of a major problem in the residential unit in a system or area that is not being serviced as well. The Contractor shall be liable for the costs for any damage that occurs as a result of the Contractor's negligence in its duty to inform the COR. The Contractor shall make efforts to minimize such trouble or damage in systems or areas being serviced until proper corrective action can be taken.

Major and specialized repairs shall be carried out by the Government, independent of this contract.

A.4 DEFINITIONS

MAKE-READY SERVICES – Preparation of residential units for occupancy, including all items in this contract.

DRY-TO-TOUCH - A paint film is “Dry to Touch” when it has hardened sufficiently so that it may be touched lightly without it adhering to the fingers.

DUST-FREE - Film paint is “dust-free” when dust no longer adheres to it.

EAVES OR SOFFIT - The under surface overhanging section of the roof rafters.

FILLER - A composition used to fill pores of wood before applying paint or varnish.

LACQUER - A material that dries by the evaporation of a thinner or solvent. There are many types of lacquers; the most important being that based on cellulose nitrate. Other than the cellulose compounds, lacquers contain resins, plasticizers, solvents and diluents.

PRIMER - The first coat in any painting operation.

REMOVERS - Composition designed to soften old varnish or paint coats so that they may be easily removed by scraping or washing.

WASHING - A rapid failure of paint whereby it softens and washes away through the action of the rain - due to slow drying in a very moist atmosphere.

VARNISH STAIN - A varnish containing stain.

A.5 CLEANING TASK

- (1) The Contractor shall continuously, during the progress of work, remove and dispose of dirt and debris and keep the work area clean, neat and orderly and in such order as to prevent safety hazards. Debris shall be collected daily from the job-site before workmen secure and debris be placed in a pre-designated external area for disposal.
- (2) Domestic rubbish containers in the premises shall not be utilized by the Contractor for storage or disposal of construction debris.

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 Para	Performance Threshold
<u>Services.</u> Performs all painting services set forth in the scope of work.	1. thru 19.	All required services are performed and no more than one (1) per month.

ATTACHMENTS

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 1	List of Currently Held Residential Properties
Attachment 2	Sample Task Order Form
Attachment 3	No. of Properties Requiring Make-Ready Services in the Previous Calendar Year
Attachment 4	Technical Specifications and Checklists
Attachment 5	Government Furnished Property
Attachment 6	Contractor Furnished Property
Attachment 7	Sample Monthly Report Form
Attachment 8	Standard Form 25, Performance and Guaranty Bond
Attachment 9	Standard Form 25A, Payment Bond
Attachment 10	RSO Biographic Data Form
Attachment 11	Breakdown of Proposal Price by Division and Specification

ATTACHMENT 1

LIST OF CURRENTLY HELD RESIDENTIAL PROPERTIES

Note: List of properties shall be provided to the winning offeror.

ATTACHMENT 2
SAMPLE TASK ORDER FORM

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER		2. CONTRACT NO. (If any)		6. SHIP TO:		
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE		
5. ISSUING OFFICE: (Address correspondence to) GSO/Contracting & Procurement				b. STREET ADDRESS		
7. TO:				c. CITY		d. STATE e. ZIP CODE
a. NAME OF CONTRACTOR				f. SHIP VIA:		
b. COMPANY NAME				8. TYPE OF ORDER		
c. STREET ADDRESS				<input type="checkbox"/> a. PURCHASE		<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY				REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.		
e. STATE f. ZIP CODE						
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT
<input type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS		
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED						
13. PLACE OF			14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION			b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME						Text 17(j) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box)						
c. CITY		d. STATE	e. ZIP CODE				

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed)
TITLE: CONTRACTING/ORDERING OFFICER	

ATTACHMENT 3

NO. OF PROPERTIES REQUIRING MAKE-READY SERVICES IN THE PREVIOUS
CALENDAR YEAR

USG Owned

Estimated Number of Residences – 25

Location of Residences – Manila, Makati, Taguig Area and Seafront Compound

Leased Residences

Estimated Number of Residences – 60

Location of Residences – Makati and BGC Taguig Area

ATTACHMENT 5

GOVERNMENT FURNISHED PROPERTY (GFP)

The Government shall make the following property available to the Contractor as Government furnished Property” for performance under the contract:

(a) Materials.

1. Electric power
2. Water

ATTACHMENT 6

CONTRACTOR FURNISHED PROPERTY

The Contractor shall provide all equipment, materials, supplies, personal protective equipment (PPE) and clothing required to perform the standard services as specified in this contract, other than those provided by the Government. Such items include, but are not limited to uniforms, personnel equipment, tools, cleaning supplies, equipment and any other operational or administrative items required for the performance of the duties and requirements of this contract. The Contractor shall maintain sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted provision of services as required by the contract. The following list of Contractor-furnished materials/equipment establishes the minimum requirements for the items listed. It is not a comprehensive list and it does not relieve the Contractor from furnishing any other contractor furnished materials required to perform the contract but not listed below.

- (1) Uniforms with the contractor's logo. The Contractor shall bear the cost of purchasing the uniforms.
- (2) Safety Equipment and Clothing shall include the following
 - (a) Safety shoes
 - (b) Helmet
 - (c) Gloves
 - (d) Goggles

(3) Basic Tools, equipment, materials and supplies shall include but not limited to the following:

Materials	
Paint Rollers	
Paint brush	
Air compressor	
Drop cloth	
Electric sander	
Paints	
Chisels	
Caulking gun	
Varnish	
Wall putty/ patching compound	
Paint thinner	
Lacquer thinner	
Lacquer flo	
Acry-color	
Paint Tray	
Screw drivers	

Materials	
Wood stain	
Ladder 6"	
Ladder 8"	
Extension ladder 20"	
Wood filler	
Tinting Colors	
Rags	
Plier cutter	
Electrical pliers	
Measuring tape	
Level	
Sand Paper	
Sanding Sealer	
Caulking gun	
Pallet for painting works	

Contractor furnished tools/equipment shall be available and ready for inspection ten (10) days after the contractor receives the notice to proceed.

ATTACHMENT 7

MAKE-READY REPORT

Report for the Make-ready painting of _____

U.S. EMBASSY, _____

1. Services Requested During the Month:

<u>Task Order</u>	<u>Location/Description</u>	<u>Dates</u>	<u>Status</u>

2. Other Notes (include task order number):

A. Problems Encountered:

B. Major Repairs Needed:

C. Recommendations

Signed by _____ Date _____

ATTACHMENT 8

STANDARD FORM 25, PERFORMANCE AND GUARANTY BOND

ATTACHMENT 9
STANDARD FORM 25A, PAYMENT BOND

PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)								
	STATE OF INCORPORATION								
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSAND(S)</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS						
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">CONTRACT DATE</td> <td style="width:50%;">CONTRACT NUMBER</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	CONTRACT DATE	CONTRACT NUMBER						
CONTRACT DATE	CONTRACT NUMBER								

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
	SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	3. _____ (Seal)
	NAME(S) & TITLE(S) (Typed)	1. _____	2. _____	3. _____
INDIVIDUAL SURETY(IES)				
	SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	
	NAME(S) (Typed)	1. _____	2. _____	
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS			STATE OF INCORPORATION
				LIABILITY LIMIT \$
	SIGNATURE(S)	1. _____	2. _____	
	NAME(S) & TITLE(S) (Typed)	1. _____	2. _____	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.
- (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT 10
RSO BIOGRAPHIC DATA FORM

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

- INDIVIDUAL PARTNERSHIP JOINT VENTURE
 CORPORATION OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
------------	-------------	------------	-------

CONTRACT DATE	CONTRACT NUMBER
---------------	-----------------

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal-

(a) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
		(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	Corporate Seal

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
		(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

BOND PREMIUM	▶	RATE PER THOUSAND (\$)	TOTAL (\$)
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INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

**APPLICATION FOR EMPLOYMENT
AS A FOREIGN SERVICE NATIONAL**
(This application is for Field use only)

OMB NO. 1405-0029 EXPIRES 7-31-87
POST (Not to be filled in by applicant)

INSTRUCTIONS: The questions on this application should be answered fully and completely. Do not use the abbreviation "n/a" to respond to any question; all questions are applicable and should be given an appropriate response. Making a false statement on this form will result in rejection of your application; if discovered subsequent to your appointment, a false statement is cause for dismissal.

DATE OF APPLICATION

1. NAME IN FULL (Enter regularly used surname with other names used following in parenthesis--i.e., Spanish or other double names)
(Last) (First) (Middle)

2. NAME AT BIRTH, IF DIFFERENT FROM ABOVE

3. HAVE YOU EVER BEEN KNOWN BY ANY OTHER NAMES? YES NO
If yes, give name and explain circumstances under item 38.

4. PRESENT ADDRESS AND TELEPHONE NUMBER

5. DATE OF BIRTH (Month, Day, Year)

6. PLACE OF BIRTH (City, Country)

7. SEX MALE FEMALE
8. HEIGHT Ft. In. 9. WEIGHT Lbs. 10. COLOR OF EYES 11. COLOR OF HAIR

13. MARITAL STATUS
 SINGLE DIVORCED
 MARRIED SEPARATED
 WIDOWED REMARRIED

12. DESCRIBE ANY SPECIAL CHARACTERISTICS OR IDENTIFYING MARKS

**ATTACH
PHOTOGRAPH
TAKEN WITHIN
PAST
12 MONTHS**

14. PREVIOUS ADDRESSES DURING PAST TEN YEARS

DATES		STREET AND NUMBER	CITY (District/Province)	COUNTRY
FROM	TO			

15. DO YOU HAVE PERMANENT U.S. RESIDENT STATUS? YES NO -- LIST EACH COUNTRY OF WHICH YOU HAVE BEEN A CITIZEN

DATES	COUNTRY	HOW CITIZENSHIP WAS ACQUIRED

16a. FULL NAME OF SPOUSE (If wife, maiden name) b. DATE OF BIRTH c. PLACE OF BIRTH (City, Country)

d. PRESENT ADDRESS IN FULL e. PRESENT OCCUPATION

f. CITIZENSHIP AT BIRTH g. PRESENT CITIZENSHIP

17. CHILDREN

NAME	DATE OF BIRTH	PRESENT ADDRESS IN FULL	OCCUPATION

18a. FATHER'S NAME b. DATE OF BIRTH c. PLACE OF BIRTH (City, Country)

d. PRESENT ADDRESS IN FULL e. PRESENT OCCUPATION

f. CITIZENSHIP AT BIRTH g. PRESENT CITIZENSHIP

19a. MOTHER'S NAME	b. DATE OF BIRTH	c. PLACE OF BIRTH (City, Country)
d. PRESENT ADDRESS	e. PRESENT OCCUPATION	
f. CITIZENSHIP AT BIRTH	g. PRESENT CITIZENSHIP	

20. RELATIVES (Brothers, sisters and in-laws)

NAME	RELATIONSHIP	NATIONALITY	OCCUPATION	PRESENT ADDRESS IN FULL

21. ARE ANY RELATIVES OR FAMILY MEMBERS NAMED ABOVE EMPLOYED BY AN AGENCY OR REPRESENTATIVE OF A NATIONAL OR LOCAL GOVERNMENT? If so, list name, relationship, agency and agency address. YES
 NO

22. DO YOU HAVE ANY PERSONAL, BUSINESS OR PROFESSIONAL CONTACTS IN THE UNITED STATES? If so, list name, business or occupation and address. YES
 NO

23. TRAVEL (If you have ever traveled in any other countries give the dates, duration and purpose of such travel. If travel was in the United States, supply under item 38 additional data, including type of visa, place and date of issuance, date and port of arrival in the United States, places of residence in the United States and the date and port of departure from the United States.)

COUNTRY	DATES		PURPOSE
	FROM	TO	

24. MEMBERSHIPS, SOCIETIES, ASSOCIATIONS, CLUBS AND OTHER ORGANIZATIONS OF WHICH YOU ARE NOW OR HAVE BEEN A MEMBER, EXCEPT RELIGIOUS OR POLITICAL AFFILIATIONS

<u>NAME</u>	<u>ADDRESS</u>	<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>OFFICE HELD</u>

25. MILITARY SERVICE (Outline military service past or present, giving country of service, branch of service, unit or organization, specialty, highest rank held, dates of service, present rank, and date and type of discharge.)

26. LIST ANY TITLES, ORDERS OR DECORATIONS BESTOWED UPON YOU

TITLES, ORDERS OR DECORATIONS	DATE BESTOWED

27. EDUCATION

NAMES AND LOCATIONS OF EDUCATIONAL INSTITUTIONS ATTENDED	DATES		DEGREES	MAJOR SUBJECTS
	FROM	TO		

28. LANGUAGES (Name and indicate the extent of your competence)

LANGUAGE	SPEAK			READ			WRITE			UNDERSTAND		
	Excellent	Good	Fair	Excellent	Good	Fair	Excellent	Good	Fair	Excellent	Good	Fair

29. REFERENCES. LIST THREE COMPETENT AND RESPONSIBLE PERSONS NOT RELATED TO YOU BY BLOOD OR MARRIAGE WHO ARE QUALIFIED TO SUPPLY DEFINITE INFORMATION REGARDING YOUR CHARACTER AND ABILITY. (Do not give names of supervisors listed in item 30.)

NAME	ADDRESS IN FULL	OCCUPATION

30. EMPLOYMENT. (In the space provided below describe every position which you have held since you first began to work. Start with Present Position and work back to the first position which you held. Account for all periods of unemployment and state reasons for any unemployment indicated. If not enough space use Continuation Sheet.)

IF CURRENTLY EMPLOYED MAY WE APPROACH YOUR PRESENT EMPLOYER? YES NO

A. DATES OF EMPLOYMENT (Month, Year)	EXACT TITLE OF YOUR POSITION	SALARY OR EARNINGS
NAME AND FULL ADDRESS OF EMPLOYER	DUTIES	STARTING PER YR.
NAME AND TITLE OF IMMEDIATE SUPERVISOR		FINAL PER YR.
REASON FOR WANTING TO LEAVE		
B. DATES OF EMPLOYMENT (Month, Year)	EXACT TITLE OF YOUR POSITION	SALARY OR EARNINGS
NAME AND FULL ADDRESS OF EMPLOYER	DUTIES	STARTING PER YR.
NAME AND TITLE OF IMMEDIATE SUPERVISOR		FINAL PER YR.
REASON FOR LEAVING		
C. DATES OF EMPLOYMENT (Month, Year)	EXACT TITLE OF YOUR POSITION	SALARY OR EARNINGS
NAME AND FULL ADDRESS OF EMPLOYER	DUTIES	STARTING PER YR.
NAME AND TITLE OF IMMEDIATE SUPERVISOR		FINAL PER YR.
REASON FOR LEAVING		
D. DATES OF EMPLOYMENT (Month, Year)	EXACT TITLE OF YOUR POSITION	SALARY OR EARNINGS
NAME AND FULL ADDRESS OF EMPLOYER	DUTIES	STARTING PER YR.
NAME AND TITLE OF IMMEDIATE SUPERVISOR		FINAL PER YR.
REASON FOR LEAVING		

31. SPECIAL QUALIFICATIONS AND SKILLS. List any special skills you possess and machines and equipment you can use, such as Multilith, Comptometer, Key Punch, etc.	Approximate Number of Words per Minute In: TYPING _____ SHORTHAND _____
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ANSWER ITEMS 32 THROUGH 36 BY PLACING AN "X" IN THE PROPER COLUMN

	YES	NO
32. HAVE YOU EVER BEEN DISCHARGED OR FORCED TO RESIGN FOR MISCONDUCT OR UNSATISFACTORY SERVICE FROM A POSITION? IF ANSWER IS "YES" GIVE DETAILS UNDER ITEM 38.	<input type="checkbox"/>	<input type="checkbox"/>
33 a. HAVE YOU NOW OR HAVE YOU EVER HAD ANY PHYSICAL LIMITATIONS?.....	<input type="checkbox"/>	<input type="checkbox"/>
b. ARE YOU NOW UNDER A PHYSICIAN'S CARE AND IF SO, FOR WHAT REASON?.....	<input type="checkbox"/>	<input type="checkbox"/>
c. HAVE YOU EVER HAD A NERVOUS DISORDER?.....	<input type="checkbox"/>	<input type="checkbox"/>
d. HAVE YOU EVER HAD TUBERCULOSIS?.....	<input type="checkbox"/>	<input type="checkbox"/>
e. WITHIN THE PAST 12 MONTHS, HAVE YOU USED INTOXICATING BEVERAGES TO EXCESS?.....	<input type="checkbox"/>	<input type="checkbox"/>
f. DO YOU HAVE A DRUG OR NARCOTIC ADDICTION?.....	<input type="checkbox"/>	<input type="checkbox"/>
g. WERE YOU EVER MEDICALLY DISCHARGED FROM THE ARMED FORCES?.....	<input type="checkbox"/>	<input type="checkbox"/>

IF ANY OF YOUR ANSWERS TO ANY OF THE ABOVE IS "YES", GIVE PARTICULARS UNDER ITEM 38.

34. HAVE YOU EVER BEEN ARRESTED OR DETAINED BY ANY POLICE OR MILITARY AUTHORITY?..... IF SO, NAME THE AUTHORITY, GIVE TIME, PLACE, REASON AND THE DISPOSITION OF COURT ACTION.		
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35. ARE YOU NOW, OR HAVE YOU EVER BEEN, A MEMBER OF THE COMMUNIST PARTY OR ANY COMMUNIST OR FASCIST ORGANIZATION?.....		
---	--	--

36. ARE YOU NOW OR HAVE YOU EVER BEEN A MEMBER OF ANY ORGANIZATION, ASSOCIATION, MOVEMENT, GROUP, OR COMBINATION OF PERSONS WHICH ADVOCATES THE OVERTHROW OF THE CONSTITUTIONAL FORM OF GOVERNMENT OF THE UNITED STATES. OR ANY ORGANIZATION, ASSOCIATION, MOVEMENT, GROUP, OR COMBINATION OF PERSONS WHICH HAS ADOPTED A POLICY OF ADVOCATING OR APPROVING THE COMMISSION OF ACTS OR FORCE OR VIOLENCE TO DENY OTHER PERSONS THEIR RIGHTS UNDER THE CONSTITUTION OF THE UNITED STATES OR OF SEEKING TO ALTER THE FORM OF GOVERNMENT OF THE UNITED STATES BY UNCONSTITUTIONAL MEANS?		
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37. IF YOUR ANSWER TO ITEMS 35 OR 36 IS "YES", STATE THE NAME OF THE ORGANIZATION, DATES OF MEMBERSHIP OR ASSOCIATION, AND EXTENT OF YOUR PARTICIPATION. IF YOU DESIRE TO EXPLAIN THE CIRCUMSTANCES OF YOUR MEMBERSHIP, USE SPACE UNDER ITEM 38 OR ATTACH A SEPARATE PAGE.

<u>NAME</u>	<u>ADDRESS</u>	<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>OFFICE HELD</u>

38. USE THIS SPACE FOR DETAILED ANSWERS. NUMBER ANSWERS TO CORRESPOND WITH QUESTIONS. ADD ANY INFORMATION NOT COVERED ABOVE WHICH MIGHT AFFECT YOUR EMPLOYMENT. USE EXTRA BLANK PAGES, IF NECESSARY.

PRIVACY ACT STATEMENT
 (APPLICABLE ONLY TO APPLICANTS WHO ARE RESIDENT ALIENS OF THE U.S.)
 The Foreign Service Act of 1980, as amended, implies the authority to solicit personal information from individuals due to its relevance to the appointment, training, evaluation and assignment processes. This information is used by the Department of State to assist in evaluating your qualifications for employment in the Foreign Service. The information you furnish will be reviewed by authorized persons within the Department of State and other agencies at posts abroad as requested. Failure to answer all applicable questions on this form may delay consideration of your application and could result in your not receiving full consideration for a position in which this information is needed.

CERTIFICATION

BEFORE SIGNING THIS FORM MAKE SURE YOU HAVE ANSWERED ALL QUESTIONS FULLY AND COMPLETELY. A FALSE STATEMENT ON THIS APPLICATION IS CAUSE FOR DISMISSAL.

I DO SOLEMNLY AFFIRM THAT THE INFORMATION CONTAINED HEREIN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____ (Name as usually written and which will be used as official signature)	_____ Date
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ATTACHMENT 11

BREAKDOWN OF PROPOSAL PRICE BY DIVISION AND SPECIFICATION

	(2) LABOR	(3) MATERIALS	(4) OVERHEAD	(5) PROFIT	(6) TOTAL
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL (PHIL. PESO)					

Name of Offeror:

Date:

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) AND (DEVIATION 2017-02) (JUNE 2017), is incorporated by reference (see SF-1449, Block 27A)

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

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

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

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

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 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:

[Contracting Officer check as appropriate.]

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

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

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

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

___ (5) [Reserved].

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

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

- X (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 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 (Mar 2020) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Mar 2020) of 52.219-3.
- ___ (12)
- (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Mar 2020) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14)
- (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (Mar 2020) of 52.219-6.
- ___ (15)
- (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (Mar 2020) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)
- (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Jun 2020) of 52.219-9.
- ___ (v) Alternate IV (Jun 2020) of 52.219-9
- ___ (18)
- (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 (Mar 2020) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- ___ (22)
- (i) 52.219-28, Post Award Small Business Program Rerepresentation (May 2020) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-28.
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).

- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ___ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15U.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.
- X (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).
- X (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.
- X (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 (May 2014) (41 U.S.C. chapter 83).
- ___ (49)
- (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (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. 2302Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
- ___ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- X (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (57) 52.232-30, Installment Payments for Commercial Items (Jan2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (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. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

___ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

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

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

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

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

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

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

(e)

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

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

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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 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 (Aug2018) (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 (Mar2015) 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 (May2014) (41 U.S.C. chapter 67).

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

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

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

(xix)

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

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

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

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

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

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

(End of clause)

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

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

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

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

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31));

and

(5) Any trust if—

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

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

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

(c)

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

(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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. 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.

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-4	INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.247-5	FAMILIARIZATION WITH CONDITIONS (APR 1984)
52.247-12	SUPERVISION, LABOR, OR MATERIALS (APR 1984)
52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING (APR 1984)
52.247-17	CHARGES (APR 1984)
52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)
52.247-22 FREIGHT	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO OTHER THAN HOUSEHOLD GOODS (APR 1984)
52.247-26	GOVERNMENT DIRECTION AND MARKING (APR 1984)
52.247-27	CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)
52.204-9	PERSONAL IDENTITY VERIFICATION FOR CONTRACTOR PERSONNEL (JAN 2011)

The following DOSAR clauses are provided in full text:

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or

OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

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)

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

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

New Year’s Day (U.S./PHL)	January 1
M. L. King Jr. Day (U.S.)	3rd Monday of January
U.S. President’s Day (U.S.)	3rd Monday of February
Maundy Thursday (PHL)	Movable Date
Good Friday (PHL)	Movable Date
Bataan & Corregidor/Heroism Day (PHL)	April 9
Philippine Labor Day (PHL)	May 1
U.S. Memorial Day (U.S.)	Last Monday of May
Philippine Independence Day (PHL)	June 12
U.S. Independence Day (U.S.)	July 4
Ninoy Aquino Day (PHL)	August 21
National Heroes Day (PHL)	Last Monday of August
U.S. Labor Day (U.S.)	1st Monday of September
Eid-ul-Fitr (PHL)	Movable Date
Columbus Day (U.S.)	2nd Monday of October
All Saints’ Day (PHL)	November 1
U.S. Veterans Day (U.S.)	November 11

U.S. Thanksgiving Day (U.S.)
Christmas Day (U.S./PHL)
Rizal Day (PHL)

4th Thursday of November
December 25
December 30

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

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(COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the **Housing Officer**.

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.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JUN 2020) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

Volume I. A completed solicitation, in which the following have been filled out:

- (a) SF-1449 cover page (Blocks 12, 17, 19-24, and 30 as appropriate)
- (b) Section 1, Pricing
- (c) Section 5, Representations and Certifications, and ensure compliance with FAR 52.229-11 is completed with IRS Form W-14 found at www.irs.gov/w14

Volume II. Information demonstrating the offeror's/quoter's ability to perform, including:

- (a) Resume of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (b) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (c) List of clients over the past three (3) years, demonstrating prior experience with relevant past performance information and references to include:
 - 1) Customer's name, address, current telephone and fax numbers of customer's lead contact and technical personnel;
 - 2) Date of contract award, place(s) of performance, completion dates and contract peso value; and
 - 3) Brief description of the work, including responsibilities;
- (d) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work, but not limited to:
 - 1) Financial statements describing your financial condition and capability, including audited balance sheet, income statement and cash flow statement for the past three (3) years;

- 2) Certification of credit lines with banks/ financial institutions, suppliers, etc.; and
 - 3) List of tools and equipment providing full description, quantity and conditions;
 - 4) Any pending litigation involving labor cases or remittances of contributions (SSS, Philhealth, ECC) currently in process or occurring within the last 3 years;
- (a) 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.
 - (b) The offeror shall provide either:
 - 1) a copy of the Certificate of Insurance, or
 - 2) a statement that the offeror, if awarded the contract, will get the required insurance, and the name of the insurance provider to be used.

A. Proposals shall consist of all the requirements of Section 3.A and submitted in the following volumes via email to ManilaContracting@state.gov:

1. VOLUME I
2. VOLUME II

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:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
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 February 17, 2021, 10:00 am at U.S. Embassy Seafront Compound. Prospective offerors/quoters should contact ManilaContracting@state.gov for additional information or to arrange entry to the building.

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 Mr. Mark Moddy, at (632)5301-2000. 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 quoter. 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, if any.
- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter 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
 - otherwise qualified and eligible to receive an award under applicable laws and regulations.

FAR 52.216-27 SINGLE AWARD OR MULTIPLE AWARDS

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two more sources under this solicitation.

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses

any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

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

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.212–3 Offeror Representations and Certifications—Commercial Items (OCT 2020)

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

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

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

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

Forced or indentured child labor means all work or service—

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

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

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

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following:

ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

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

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

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

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

Reasonable inquiry has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of

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

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

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

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

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

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

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

Sensitive technology—

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

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

[List as necessary]

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

(g)

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

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

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end

products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

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

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

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

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
_____	_____
_____	_____

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.

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(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 CFR1.6049-4;

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 the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked

Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name:_____.

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

(s) [Reserved].

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

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

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

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

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

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

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

(u)

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

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

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

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

- (1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.
- (2) The Offeror represents that—(i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(ii) After conducting a reasonable inquiry for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12
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 is hereby revised to (JUN 2020)