Date: May 31, 2022

To: Prospective Quoters

Subject: Request for Quotation number 19SA2022Q0001

Enclosed is a Request for Quotation (RFQ) 19SA2022Q0001 for Janitorial Services for the US Consulate General Compound in Dhahran, Saudi Arabia. If you would like to submit quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The Consulate intends to conduct a pre-proposal conference for the requested services. The pre-proposal conference will be held on **Wednesday June 29, 2022 at 10:00 AM**.

Offerors intending to participate in the pre-proposal conference shall be required to submit the names of those company representatives attending, to the Contracting/Procurement Office by email Dhahranprocurement@state.gov, U.S. Consulate General, Dhahran, by email no later than **Wednesday June 15, 2022 before COB 4:30PM**.

Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed" **For Janitorial Services American Consulate General of the United States of America in Dhahran, Saudi Arabia** on or before **Sunday July 24, 2022, before COB 4:30PM**. No proposal will be accepted after this time.

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

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

1. SF-1449
2. Section 1, Block 23
3. Section 5, Representations and Certifications.
4. Additional information as required in Section 3.

Direct any questions regarding this solicitation either by email to Dhahranprocurement@state.gov on or before **Sunday July 3, 2022 before COB 4:30PM**

Sincerely,

Dykema D. Samuel
General Services Officer
SOLICITATION DOCUMENT

Janitorial Services
American Consulate Dhahran
Saudi Arabia

RFQ # 19SA2022Q0001

Contracting Officer
Consulate of the United States of America
P.O. Box 38955
Dhahran 31942
Saudi Arabia
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- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12
<table>
<thead>
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<th>2. CONTRACT NO.</th>
<th>3. AWARD/EFFECTIVE DATE</th>
<th>4. ORDER NUMBER</th>
<th>5. SOLICITATION NUMBER</th>
<th>6. SOLICITATION ISSUE DATE</th>
<th>7. FOR SOLICITATION INFORMATION CALL</th>
<th>8. TELEPHONE NUMBER (No collect calls)</th>
<th>9. ISSUED BY</th>
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<th>11. DELIVERY FOR DESTINATION</th>
<th>12. DISCOUNT TERMS</th>
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<td>15. DELIVER TO</td>
<td>16. ADMINISTERED BY</td>
<td>17. CONTRACTOR/</td>
<td>18. PAYMENT WILL BE MADE BY</td>
<td>18a. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED</td>
<td>17a. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER</td>
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Janitorial Services for the U.S. Consulate General Dhahran, Saudi Arabia, see section 1 – The Schedule.

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA □ □ ARE □ ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA □ □ ARE □ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 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

29. AWARD OF CONTRACT: RFP OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS

30a. SIGNATURE OF OFFEROR/CONTRACTOR

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31b. NAME OF CONTRACTING OFFICER

31c. DATE SIGNED
SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449,
RFQ NUMBER 19SA2022Q0091
PRICES. BLOCK 23

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.

I. PRICES AND PERIOD OF PERFORMANCE

The Contractor shall perform janitorial work, including furnishing all labor, material, equipment, and services, for the U.S. Consulate General Dhahran, Saudi Arabia. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services and a fixed rate per square meter for any temporary additional services that have been satisfactorily performed.

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 start date listed in Notice to Proceed unless the Contractor agrees to an earlier date) on which performance shall start.

Because Temporary/Additional Services are based on indefinite delivery/indefinite quantity the minimum and maximum amounts are defined below:

Minimum: The Government shall place orders totaling a minimum of 10 square meters. This reflects the contract minimum for the base year and each option period.
Maximum: The amount of all orders shall not exceed 20000 square meters. This reflects the contract maximum for the base year and each option period for temporary/additional services.

The performance period of this contract is from the start date in the Notice to Proceed considered Base Year of 12 months and continuing for Four (4) 12-month option periods for a total of one 12-month Base Year plus forty eight (48) month of renewal options in 12 month increments. The initial period of performance includes any transition period authorized under the contract.
1.1 VALUE ADDED TAX

Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period.
1.2. Base Year (Twelve (12) Months)

A. Standard Services. The firm fixed price for the Base Year of the contract is:

<table>
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<tr>
<th>Price per Month</th>
<th>Quantity of Months</th>
<th>Price per Year</th>
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</table>

B. Temporary Additional Services. The unit price (firm-fixed-price) is:

| Price per Square Meter | Estimated Quantity of Square Meters 20000 | Total Temporary Additional Services Not to Exceed per Year |

C. Total Price for Base Year = A+B

VAT Amount

Total Price for Base Year after VAT

1.3. Option Year 1 Prices (Option Term: Twelve (12) Months)

A. Standard Services. The firm fixed price for Option Year 1 of the contract is:

<table>
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<tr>
<th>Price per Month</th>
<th>Quantity of Months</th>
<th>Price per Year</th>
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</table>

B. Temporary Additional Services. The unit price (firm-fixed-price) is:

| Price per Square Meter | Estimated Quantity of Square Meters 20000 | Total Temporary Additional Services Not to Exceed per Year |

C. Total Price for Option Year 1 = A+B

VAT Amount

Total Price for Option year 1 after VAT

1.4. Option Year 2 Prices (Option Term: Twelve (12) Months)

A. Standard Services. The firm fixed price for Option Year 2 of the contract is:

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<tr>
<th>Price per Month</th>
<th>Quantity of Months</th>
<th>Price per Year</th>
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</table>

B. Temporary Additional Services. The unit price (firm-fixed-price) is:

| Price per Square Meter | Estimated Quantity of Square Meters 20000 | Total Temporary Additional Services Not to Exceed per Year |

C. Total Price for Option Year 2 = A+B

VAT Amount

Total Price for Option year 2 after VAT
### 1.5. Option Year 3 Prices (Option Term: Twelve (12) Months)

<table>
<thead>
<tr>
<th>Price per Month</th>
<th>Quantity of Months</th>
<th>Price per Year</th>
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**B. Temporary Additional Services.** The unit price (firm-fixed-price) is:

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<tr>
<th>Price per Square Meter</th>
<th>Estimated Quantity of Square Meters 20000</th>
<th>Total Temporary Additional Services Not to Exceed per Year</th>
</tr>
</thead>
</table>

**C. Total Price for Option Year 3 = A+B**

**VAT Amount**

**Total Price for Option year 3 after VAT**

### 1.6. Option Year 4 Prices (Option Term: Twelve (12) Months)

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<tr>
<th>Price per Month</th>
<th>Quantity of Months</th>
<th>Price per Year</th>
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**B. Temporary Additional Services.** The unit price (firm-fixed-price) is:

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<tr>
<th>Price per Square Meter</th>
<th>Estimated Quantity of Square Meters 20000</th>
<th>Total Temporary Additional Services Not to Exceed per Year</th>
</tr>
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</table>

**C. Total Price for Option Year 4 = A+B**

**VAT Amount**

**Total Price for Option year 4 after VAT**

### 1.7 Grand Total of Base and All Option Years

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<tr>
<td>Base Year Total</td>
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<td>Option Year 1 Total</td>
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<td>Option Year 2 Total</td>
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<td>Option Year 3 Total</td>
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<tr>
<td>Option Year 4 Total</td>
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**GRAND TOTAL- BASE AND ALL OPTION YEARS**
CONTINUATION TO SF-1449,  
RFQ NUMBER 19SA2022Q0001  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DUTIES AND RESPONSIBILITIES FOR THE PROJECTS REQUIREMENTS

The purpose of this fixed price contract is to obtain janitorial services for real property owned or managed by the U.S. Government at American Consulate General, Dhahran.

The Contractor shall perform janitorial services in all designated spaces including, but not limited to, halls, offices, restrooms, work areas, entrance ways, lobbies, storage areas, elevators, and stairways. The performance period of this contract is from the start date in the Notice to Proceed considered Base Year of 12 months and continuing for four (4) 12-month option periods for a total of one 12-month Base Year plus forty eight (48) months of renewal options in 12-month increments.

The Contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.

I. GENERAL INFORMATION

The Contractor shall provide services for the U.S. Consulate General Dhahran, Saudi Arabia. The Contractor shall perform janitorial services in all designated spaces including, but not limited to, halls, offices, restrooms, work areas, entrance ways, lobbies, storage areas, elevators and stairways. The Contractor shall furnish all managerial, administrative, and direct labor personnel necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.

II. PROJECT REQUIREMENTS

The Contractor shall provide Janitorial services for the Consulate General of the United States of America in Dhahran as described in this STATEMENT OF WORK. The Contractor shall perform janitorial services in all designated spaces including, but not limited to, halls, offices, restrooms, work areas, entrances, lobbies, cafeteria break areas, storage areas and stairways. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.
III. DEFINITIONS/ABBREVIATIONS/ACRONYMS

<table>
<thead>
<tr>
<th>CGR</th>
<th>Official residence of the Consul General</th>
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<tbody>
<tr>
<td>Chancery/NOB</td>
<td>Consulate new office building</td>
</tr>
<tr>
<td>SPX/CC</td>
<td>Support building and Community Center</td>
</tr>
<tr>
<td>MSGR</td>
<td>Residence of the marine security guards</td>
</tr>
<tr>
<td>Contracting Officer</td>
<td>A person appointed with the authority to enter in and administer contracts on behalf of the Government</td>
</tr>
<tr>
<td>Contracting Officers’ Representative (COR)</td>
<td>Individual designated in writing by the Contracting Officer to perform specific contract administration functions.</td>
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<tr>
<td>General Instructions</td>
<td>Those instructions, directives and guidelines that apply to all personnel.</td>
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<td>Government</td>
<td>Government of the United States of America</td>
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IV. GENERAL REQUIREMENTS

1. The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the services shall be sufficient to meet the performance requirements. Schedules must be approved by the COR prior to implementation. Standard Services shall be delivered between the hours of 07:30 AM and 16:30 PM Sunday thru Thursday. These timings can be updated to follow alternate schedules at the discretion of the COR, based on the weather conditions or needs of the Consulate General. Individual work schedules shall not exceed 48 hours per week.
2. The Contractor shall provide a qualified work force sufficient in meeting the contract requirements. The workforce shall be able to provide the services identified in Exhibit A, Locations and Time Frames for Janitorial Services.

3. The Contractor shall provide Daily, Weekly, and Monthly Schedules for all areas covered for approval and implementation by the COR. In addition, the Contractor shall provide to the COR a daily, weekly, and monthly report that follows the approved schedules identifying actions completed, actions remaining, and justification for any outstanding remaining actions.

4. Certain areas specified in Exhibit A require an escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that security violations do not occur. These areas do not exceed more than 10-15% of the total square meters covered in Exhibit A.

5. The Contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer’s Representative (COR) for review within thirty days after award of the contract. The COR must approve these general instructions before issuance.

6. The Contractor shall provide all materials, tools, and equipment necessary for the fully comprehensive work, unless otherwise specified. These items shall be in good working condition and the staff shall be qualified enough to operate them. Reference Exhibit B.

7. The provision of skilled labor means Certified/trained laborers with at least three years’ experience in their specific field, equipped with PPEs, hand and electrical tools, etc. necessary to carry out their work.

8. The Contractor shall have a valid vehicle registration and insurance for access to the compound.

9. The Contractor shall be responsible for quality control. The Management team from Contractor shall perform inspection visits of the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall occur at a minimum monthly, periodic surprise inspections of those working on the contract.

10. The contractor shall be responsible for the protection of furniture and property during the course of raking out their duties. Contractor shall also be responsible for any damages to furniture or property caused by negligence and/or improper/incorrect use of solvents, solutions or aerosols.
11. The Contractor will report any maintenance or safety issues to the COR. Any emergency situations discovered by the Contractor should be reported immediately to Post One, Facilities or the COR.

12. **Supervision.** The Contractor shall designate a representative who shall always be responsible for on-site supervision of the Contractor’s workforce. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skills to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function and be empowered to make immediate decisions with regard to personnel and the performance of duties.

13. **The contractor shall furnish the following documentation at time of bid:**

   a. Price breakdown of work according to SOW  
   b. Certifications of skill sets for all foremen/supervisors  
   c. Contact information for on-site supervisor. On-site supervisor(s) must speak English and meet requirements in item # 12  
   d. Copy of insurance policy for civil liability  
   e. 3 references for previous work (Pictures and contact info)  
   f. Written safety plan addressing safety issues specific to the site and project, this will include but not limited to list of PPEs, trainings and familiarization sessions for PPEs, tools, and equipment operating procedures, etc.  
   g. The above documentation is **mandatory** at the time of Bid. Otherwise, contractor will be deemed “Unacceptable”.

**V. SCOPE OF WORK**

**A. Scheduled Routine Cleaning**

Contractor shall schedule routine cleaning services to ensure that these are done in the order and in a time frame that is most efficient and have the least impact on normal operations. They are to be performed daily. The staff and furnished material should be sufficient to meet the performance. The schedule shall be provided to the COR in advance for approval and changed as needed to meet the COR’s approval. The daily cleaning requirements shall consist of the following:

   a. Cleaning all floor areas, sweeping, damp mopping of areas and hard floor surfaces such as tile, linoleum, marble floors, staircases and public areas with soap or a mopping detergent. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Use of floor tacky sweeping
compound for warehouse, storage rooms, and shops is highly recommended to avoid dust flying and to pickup dust easily. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. The frequency may be higher than once per day when it is rainy or dusty. When completed, the floor shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.

b. Dusting and cleaning all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, files/storage cabinets, coat racks, umbrella stands, pictures, maps, telephones, computers and screens, lamps and other common things found in an office environment. All furniture shall be free of dust, dirt, and sticky surfaces and areas.

c. Vacuuming and cleaning all rugs and carpets, walk off mats, runners, and carpet protectors so that they are free from dust, dirt, mud, etc., and removal of stains and tacky substances. Walk-off mats must be cleaned twice daily after peak traffic flows. When completed, the area shall be free of all litter, lint, loose soil, and debris. The Contractor shall move any chairs, trash receptacles, and easily moveable items to vacuum underneath, and then replace them in the original position. Vacuuming shall be completed using wide area vacuums with a cylindrical brush that is set so that brushes are in contact with pile surfaces to provide adequate agitation. Vacuum cleaners shall have HEPA filters. Twin motor machines with independent motors for suction and brushing are preferred. Suction motors must have a minimum 1400 – 1800-watt motor to provide adequate suction. The vacuum shall be ergonomically suitable with spot hoses and brush attachments. Quiet vacuum cleaners with HEPA filters are a requirement.

d. Thorough cleaning of toilets, bathrooms, partition walls, mirrors, and shower facilities, using suitable non-abrasive cleaners and disinfectants. Toilets and urinals shall be cleaned using disinfectants. Clean and sanitize the wash basins, sinks, counter tops and towel dispenser. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall especially clean behind all bathroom doors and in corners of bathrooms. The Contractor shall sweep, rinse, and mop the restroom floors with suitable disinfectant. The Contractor shall replace paper towels, toilet paper, seat covers, baby changing liners, soap, air fresheners and sanitizer packets in all bathrooms listed in Exhibit A. The Contractor shall empty sanitary napkins receptacles and wipe them with disinfectant, empty trash cans and wipe. The Contractor shall check those areas used by personnel visiting the chancery three to six times daily as specified in the schedule provided to the COR to ensure that the facilities are always clean and neat. All mops, cloths, sponges, and towels used in the cleaning of
bathrooms and toilet areas shall not be used in any other locations. These items must be color coded and easily identifiable as such and in accordance with Exhibit F.

e. Checking and emptying of all wastepaper baskets if ≥1/4 full or completely full at least once a day, replacing plastic wastepaper basket linings and returning items where they were located. This shall be performed once daily in offices, twice daily in public areas, and 3-4 times daily in bathrooms. The contractor must always use trash carts with a catch basin or high strength spill proof collection bag for ergonomic purposes and to avoid spills from the collected trash bags when collecting trash.

f. Cleaning of glasses, cups, and coffee service in conferences, facilities and in the Consul Generals' office area. The Contractor shall clean the items in hot soapy water and rinse, dry and polish them so that a presentable appearance is maintained.

g. Removing any dirt, grease, marks, tape, dust, or smudges from walls, doors, door frames, glass lights, partitions, windows and window frames, glass desk protectors, appliances, exposed building equipment, reception booths and partitions daily.

Disinfect and wipe all door handles on the outside and inside of the doors upon entering of any cleaning location.

h. Removing trash to designated area as directed by the COR and keeping trash area in reasonably clean condition.

i. Sweeping debris from walkways and driveways and hose cleaning them during appropriate seasons (taking into consideration environmental restrictions on water if necessary). The COR shall be the determining factor if any service is duplicative of those provided by existing landscaping contractor. The COR will determine who will be the responsible party.

j. Check at least once daily and more frequently in high traffic areas the level of drinking water in water dispensers water bottles in all locations specified. There are 25 water dispensers in operation and their locations will be given upon commencement of the contract. Change drinking water bottles of all water coolers as needed during these checks. The GSO Warehouse is the source for sealed bottles of water.

k. Sweeping and washing terraces and balconies to remove all accumulated dirt and debris. Including wiping clean all outdoor furniture with a clean damp cloth. The COR shall be the determining factor if any service is
duplicative of those provided by existing landscaping contractor. The COR will determine who will be the responsible party.

1. Thorough cleaning of lunchrooms/Kitchenettes using suitable cleaners and disinfectant. Wipe down the countertops, appliances, sinks. Disinfect prep area surfaces with surface sanitizing chemicals. Disinfect the waste disposal area and clean the trash cans. Sweep and damp mop the floors with floor care supplies.

m. The cleaning cloths and Mops shall not be mixed from different locations to prevent cross-contamination. They shall be color coded for easy identification. (See Exhibit F for procedure and guidance)

B. Periodic Cleaning Requirements

Contractor shall schedule periodic cleaning services so that it causes minimal disruption to the normal operation of the facility. The COR shall determine whether, the schedules meet the need of the individual facility working. Periodic cleaning requirements shall consist of:

a. Polishing all metal surfaces including door and window handles, plaques, etc.
b. Dusting tops of tall furniture, tops of picture frames and areas not covered in daily dusting.
c. Spot cleaning baseboards and walls.
d. Spot waxing and polishing floors as needed.
e. Stain removal, shampooing (small area spot clean as needed) carpets.
f. Dusting and wiping down windowsills and blinds.
g. Cleaning shutters and window trims as required.
h. Removal of grease residue at countertops of kitchenettes.
i. All free-standing water coolers and bottles should be thoroughly cleaned with bleach every four to six months. (Exhibit E for procedure and guidance). Consult with the COR for the cleaning process.
j. The inside and outside of the refrigerators in all areas listed under Exhibit A should be cleaned periodically as determined by the COR.

C. Monthly Cleaning

Cleaning Requirements shall consist of:

a. Cleaning windows sills and sashes in each location. This cleaning shall include vacuuming, dusting and wiping with clean cloths and a mild cleaning solution on a set schedule for the monthly duty. This service shall be scheduled with the COR in advance.
b. Wiping window blinds with a damp cloth to ensure that all smudges are removed.

c. Moving all furniture and vacuuming, polishing, or buffing the entire floor under the furniture as appropriate.

D. Quarterly Cleaning

Cleaning Requirements shall consist of:

a. Shampooing the entire surface of carpets in the high traffic areas.

b. Cleaning and sanitizing the trash holding area.

c. Dusting and wiping light fixtures, chandeliers, HVAC grills and ceiling fans. When completed, the fixtures shall be free from bugs, dirt, grime, dust, and marks. All such cleaning activities shall be coordinated with the facilities maintenance department prior to work to ensure safety and condition of fixtures.

E. Semi-Annual Cleaning

Cleaning Requirements shall consist of:

a. Stripping wax coats, spot checking sealer coats, and completely reapplying wax coats.

b. Shampooing carpets in all areas.

c. Cleaning all chandeliers and light fixtures using appropriate methods to restore the original luster to the fixtures. This will include ensuring that all reflective surfaces are individually washed.

d. Cleaning roofs, gutters, and down spouts of all collected debris. This task will be performed under the supervision of the COR.

F. Annual Cleaning Requirements shall consist of:

a. Stripping wax coats and seal coats to the bare floor surface; cleaning the bare surface and reapplying a seal coat.

b. Disinfection shall be required in certain emergency situations and or as needed. The contractor will provide a written disinfection plan and submit to the COR for review and approval. Please refer to Exhibit G.
c. Cleaning of soiled surfaces prior to disinfection. Cleaning methods shall prevent contact with individuals and aerosolization of the soiling

G. Temporary Additional Cleaning

a. These services are defined as Standard Services but are required at times other than the normal workday. The Contractor shall provide these services in addition to the scheduled services specified in section “V” paragraph “A” of this contract. The COR shall order these services as needed. The Contractor must not perform the additional services until the COR provides written instructions detailing the work to be performed. This work shall be performed by trained employees of the Contractor and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24-hour advance written notice.

b. Schedule. Temporary Additional Services may be ordered by the COR based on a need for services caused either by a special U.S. Mission function requiring extra effort and not anticipated in the schedule of work; or by a man made or a natural disaster. An order for these services may require any of the items of Standard Services as specified in this contract, and performance may involve the use of overtime or premium pay for hours outside those specified for Standard Services. The COR may require the contractor to provide Temporary Additional Services with 24-hour advance notice.

c. The Contractor shall include, in a separate invoice, details of the temporary additional services and, if applicable, materials provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.

H. PPEs, health requirements and standard operating procedures

a. The Contractor shall work with the COR to ensure all contractor employees follow safe work practices.

b. The Contractor shall provide a basic SOP for the cleaning of occupied spaces and toilets and shall always knock and announce their presence before entering restrooms or closed offices.

c. The work shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the personnel of the Post and rescheduling the specific areas or offices, if it is occupied, e.g., meeting rooms.

d. The Contractor shall ensure all janitorial staff wears the proper Personal Protective Equipment (PPE).
e. The Contractor shall ensure that all janitorial staff have the proper PPE for the job, and they utilize the proper PPE: (reference Exhibit B).
f. The Contractor shall ensure all janitorial staff are trained in the proper use of all Personal Protective Equipment (PPE) used.
g. The Contractor shall provide copies of employee health certifications to the COR. The certification must be less than a year old and will be retained by the Consulate Health Unit.
h. While CDC guidelines have changed, Saudi Arabia has not lifted the mandatory mask-wearing guidance that was reintroduced on December 30, 2021. Per Department guidance 22 State 19504, overseas posts must continue to follow any COVID-19 safety requirements imposed by local law. Therefore, the Mission will continue to follow host nation guidelines and adhere to mandatory mask-wearing indoors and outdoors. We continue to monitor the situation including updates to Saudi Arabia’s mask wearing guidance.

I. Reporting Deficiencies

a. The contractor shall ensure that defects and problems noted (e.g., leaking faucets, running toilets, clogged yard drains, damaged stair treads, loose hand railings, defective water dispensers, etc.) are reported promptly to the Contracting Officer’s Representative.

VI. SITE LOGISTICS

A. General Housekeeping. The Contractor agrees:

a. All debris shall be removed from the site daily and the site will be kept clean during and after work each day.

B. Site Limitations: Contractor must conform to all security and access requirements.

C. Warranty of Work: The contractor agrees that

- Materials, equipment, and tools, used by the contractor and any subcontractor will be of good quality and will meet the contract requirements, unless otherwise required.
VII. SAFETY

A. The Contractor shall provide a written safety plan which identifies the hazards that may occur while performing the job and include details of steps the contractor will take to mitigate the identified hazards.

B. Throughout the period of performance, the contractor shall ensure proper safety, health and environmental requirements are maintained.

C. For any accidents that occur on site the contractor shall immediately contact the COR and provide details of the accident.

D. Personal Protective Equipment (PPE): The contractor shall provide proper PPE for all labor working on site. The PPE shall be specific to the tasks to be performed and meet the proper ratings for protection. (Reference Exhibit B).

VIII. CONTRACTOR HOUSING INSPECTIONS

a. After award of the contract, the contractor will allow the COR and USG representatives to inspect all contractor provided housing for the contractor’s employees.

b. The contractor agrees to accept and correct any safety or standard of living changes to the housing as deemed necessary by the COR and USG representative.

IX. EVALUATION OF OFFERS

Evaluation for awarding the contract shall be based upon submitting all requested deliverables in section IX, economic offer, and proven performance verified by references and quality of work.
3.0 LOCATIONS FOR JANITORIAL SERVICES

All standard services are to be delivered on regular Consulate working days.

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**Community Center/SPX - Level 2**

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<td></td>
<td></td>
</tr>
<tr>
<td>CCAC - Level 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restrooms</td>
<td></td>
<td>45.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Store</td>
<td></td>
<td>104.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hallway</td>
<td></td>
<td>22.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchenette</td>
<td></td>
<td>14.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tel. Room</td>
<td></td>
<td></td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>DP/SANG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical Room</td>
<td>87.00</td>
<td>87.00</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Restrooms</td>
<td></td>
<td>66.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prayer Rooms</td>
<td>24.00</td>
<td></td>
<td>24.00</td>
<td></td>
</tr>
<tr>
<td>Trash/Recycling</td>
<td></td>
<td>12.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bedrooms</td>
<td>72.00</td>
<td></td>
<td>72.00</td>
<td></td>
</tr>
<tr>
<td>Kitchenette</td>
<td></td>
<td>48.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offices</td>
<td>54.00</td>
<td></td>
<td>54.00</td>
<td></td>
</tr>
<tr>
<td>Store</td>
<td></td>
<td>18.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hallway</td>
<td>72.00</td>
<td>72.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restrooms</td>
<td></td>
<td>10.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash/Recycling</td>
<td></td>
<td>8.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchenette</td>
<td></td>
<td>14.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bedrooms</td>
<td>46.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MCAC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MCAC Main</td>
<td>300.00</td>
<td>300.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staircase</td>
<td>36.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mech Room</td>
<td>36.00</td>
<td></td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Utility Building Level 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generator Room</td>
<td>240.00</td>
<td>240.00</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Water Pump Room</td>
<td>142.50</td>
<td></td>
<td>142.50</td>
<td>Yes</td>
</tr>
<tr>
<td>Water Filtration Room</td>
<td>104.00</td>
<td></td>
<td>104.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Switchgears Room</td>
<td>273.00</td>
<td></td>
<td>273.00</td>
<td>Yes</td>
</tr>
</tbody>
</table>

24
### Parking - Level B1

<table>
<thead>
<tr>
<th>Parking Lot</th>
<th>5600.00</th>
<th>5600.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanical Rooms</td>
<td>155.00</td>
<td>155.00</td>
</tr>
</tbody>
</table>

### Guard Towers

| Guard Towers | 144.00 | 144.00 | Yes |

### SCAC

<table>
<thead>
<tr>
<th>SCAC Main</th>
<th>144.00</th>
<th>144.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loading Dock</td>
<td>189.00</td>
<td>189.00</td>
</tr>
</tbody>
</table>

| Grand Total | 4,101.40 | 803.00 | 11,288.85 | 906.00 | 2,860.85 | 19,924.10 |

## Dhahran Grand Total: **19,924.10** Square meters

### PERSONNEL

4.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

4.2 Standard of Conduct.

Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

4.2.3 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

4.2.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.
4.2.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

4.2.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

X. falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records.

XI. unauthorized use of Government property, theft, vandalism, or immoral conduct.

XII. unethical or improper use of official authority or credentials;

XIII. security violations; or,

XIV. organizing or participating in gambling in any form.

4.2.7 Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

4.3. Notice to the Government of Labor Disputes

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

4.4. Personnel Security

4.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take sixty (60) days to perform. For each individual, the list shall include:

Full Name
Place and Date of Birth (Passport Copy)
Iqama (Residence Permit Copy)
Current Address
Photographs

The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times.
while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

5.0. MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary janitorial supplies and equipment, including mops, brooms, dust rags, detergents, cleaners, etc. to perform the work identified in this contract.

6.0. GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

6.1 The Contractor has the option to reject any or all Government furnished property or items (see Attachment 1 - GOVERNMENT FURNISHED PROPERTY). However, if rejected, the Contractor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government. All Government furnished property or items are provided in an "as is" condition and shall be used only in connection with performance under this contract. The Contractor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.

6.2 The Contractor shall maintain written records of work performed, and report the need for major repair, replacement and other capital rehabilitation work for Government property in its control.

6.3 The Contractor shall physically inventory all Government property in its possession. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting and reconciling the property with written records. The Contractor shall conduct these physical inventories periodically, as directed by the COR, and at termination or completion of the contract.

7. INSURANCE

7.1 Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

7.2 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)
1. Bodily Injury stated in U.S. Dollars:
   Per Occurrence: SAR 500,000.00
   Cumulative: SAR 500,000.00

2. Property Damage stated in U.S. Dollars:
   Per Occurrence: SAR 500,000.00
   Cumulative: SAR 500,000.00

7.3 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.

7.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions. the Contractor shall provide workers’ compensation insurance in accordance with FAR 52.228-3.

7.5 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 an 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.

7.6 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.

7.7 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.

7.8 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. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.
8.0. **LAWS AND REGULATIONS**

8.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

8.2 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.

9.0. **TRANSITION PLAN**

Within **fifteen (15) calendar** days after contract award, the Contracting Officer may request that the Contractor develop a plan for preparing the Contractor to assume all responsibilities for janitorial services. The plan shall establish the projected period for completion of all clearances of Contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

10. **DELIVERABLES**

The following items shall be delivered under this contract:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Delivery To</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 General Instructions</td>
<td>1</td>
<td>COR</td>
<td>30 days after award</td>
</tr>
<tr>
<td>1.2.3 Schedules</td>
<td>1</td>
<td>COR</td>
<td>Weekly</td>
</tr>
<tr>
<td>4.4.1 List of Personnel</td>
<td>1</td>
<td>COR</td>
<td>10 days after award</td>
</tr>
<tr>
<td>7. Evidence of Insurance</td>
<td>1</td>
<td>COR</td>
<td>10 days after award</td>
</tr>
<tr>
<td>8. Licenses and Permits</td>
<td>1</td>
<td>COR</td>
<td>Date of award</td>
</tr>
<tr>
<td>9. Transition Plan</td>
<td>1</td>
<td>COR</td>
<td>10 days</td>
</tr>
</tbody>
</table>
11. **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.

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Scope of Work Para</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performs all <strong>Janitorial</strong> services set forth in the scope of work.</td>
<td>1 through 10</td>
<td>All required services are performed and no more than one (1) customer complaint is received per month.</td>
</tr>
</tbody>
</table>

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

11.2 **STANDARD.** The performance standard is that the Government receives no more than one (1) complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

11.3 **PROCEDURES.**

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
(l) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.
EXHIBIT B

CONTRACTOR FURNISHED MATERIALS

1. The Contractor shall provide all equipment, materials, supplies, microfiber clothing, and PPEs, required to perform the standard and temporary additional services as specified in this contract. Such items include, but are not limited to uniforms, personnel protection equipment (PPE), tools, cleaning supplies, equipment and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain enough parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service.

2. The Contractor shall use only environmentally preferable chemical cleaning-products. The Contractor shall identify the products by brand name in each of the following categories and submit products identification and safety data sheet SDS in writing within 30 days from contract award date:

   a) All-purpose cleaner
   b) General degreaser
   c) General disinfectant
   d) Graffiti remover
   e) Chrome and brass cleaner/polish
   f) Glass cleaner
   g) Furniture polish
   h) Floor stripper
   i) Floor finisher
   j) Carpet cleaner
   k) Solvent spotter
   l) Gum remover
   m) Wood floor finish
   n) Bathroom hand cleaner/soap
   o) Bathroom disinfectant
   p) Bathroom cleaner
   q) Bathroom deodorizers
   r) Urinal and toilet bowl deodorizers
   s) Lime and scale remover
   t) Floor detergent
   u) Floor wax
   v) Hard floor surface cleaner
   w) Carpet shampoo
   x) Screen cleaner for computer monitors
3. In addition, the Contractor shall provide following non-chemical products containing the maximum feasible number of recovered materials:

a) **General Purpose Industrial Wipes** - The general-purpose industrial wipes must contain at least 100% recovered materials and 40% post-consumer content.

b) **Plastic Trash Bags** - Plastic trash bags must contain at least 25% post-consumer content. Including but not limited to 5-gallon and 50-gallon sizes.

c) **Equipment List:**

i. Microfiber cloths, pads, sponges
ii. Long-handled toilet cleaning brush
iii. Mops, mop buckets, long and short handle brooms and dustpan, long handle duster, sweepers, squeegees
iv. Wet floor and safety signs.
v. Vacuums (wide area and spot/crevice), buffers, carpet extractors
vi. Janitors’ carts/caddies and tools
vii. Window washing equipment
viii. Pressure washer (GFCI protected)

d) **Safety Personal Protective Equipment (PPE)** including but not limited to the following:

i. Durable sanitary gloves the same as or like nitrile gloves.
ii. Safety goggles.
iii. Closed-toe shoes.
iv. Clean, neat, and complete uniforms when on duty.
v. Coveralls and aprons.
vi. Surgical masks for day-to-day activities and specialized respirators when dealing with hazardous chemicals such as bleach.
vii. Ear protection must be used as specified by the cited regulations.
viii. Ladders which meet ANSI standards.

4. Information on environmentally preferable products (EPP) is available on the Internet at [http://www.epa.gov/epc](http://www.epa.gov/epc).

5. All non-chemical products (paper, plastic, etc.) should conform to the Environmental Protection Agency (EPA) Comprehensive Procurement Guide (CPG) if the products are CPG-designated items. CPG information is available on the Internet at: [https://www.epa.gov/waste-conserv/tools/cpg-index.htm](https://www.epa.gov/waste-conserv/tools/cpg-index.htm)
6. Contractors may propose more than one product within a product category and/or propose a product or products addressing more than one product category. Once this list of products has been approved by the COR, the Contractor is responsible for using only those approved cleaning chemical products in the building. If for some reason the product is found later to be ineffective, the Contractor would otherwise like to propose an alternative product, or the COR would like to propose a more environmentally preferable product, either the Contractor or COR may propose for consideration an "equal" product. If the parties agree to the replacement product, the contract will be modified. The COR will work with the Consulate’s Post Occupational Safety and Health Officer to validate the proposed cleaning products are safe for use in an office environment.

NOTE: All Contractor furnished materials including equipment that will be used for the contract must be approved by COR prior to use. A furnished materials list including equipment and products must be provided by the Contractor 30 days after award for COR approval.
EXHIBIT C

CONTRACTOR FURNISHED HOUSING FOR WORKERS

The Contractor must provide room and board for each of the workers which include at a minimum the following items: single size bed and bedding assigned to everyone, an adequate ratio of bathroom facilities to occupants, lounge area, common area and kitchen area with storage available for each worker. These facilities shall be cleaned and maintained to minimize the potential health risks by the Contractor. Equipment to maintain the facilities such as brooms, dustpans, vacuums, fire extinguishers shall be provided for workers' usage, if required.

Housing Plan

1. The Contractor will submit a Housing Plan to the Contracting Officer, through the COR, 45 days before the contract's period of performance starts. The Housing Plan must describe the location and description of the proposed housing. Contractors must state in their plan that housing meets host country housing and safety standards and local codes or explain any variance.

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

3. Contractor provided housing shall meet International Building Code or local code residential standards for multi-occupancy buildings.

4. Contractor provided housing shall provide security, peace, and dignity, and at a minimum, meet the following measurable standards:
   • 36 to 50 square feet of living space per employee.
   • Running hot and cold water for sinks and showers.
   • Electricity adequate for occupancy to ensure lighting and safe operation of appliances.
   • Stoves and ovens with at least one fully functioning burner for every eight occupants.
   • Full size refrigerator with temperature appropriate for safely storing food.
   • All appliances shall be kept fully functioning and shall be maintained according to the manufacturer's maintenance schedule.
   • Working toilets to accommodate the number of workers in the residence at a ratio of 1:8.
   • Air conditioning during the summer months: air conditioning units shall be installed according to the manufacturer's recommended space per air conditioning unit.
• Premises shall be kept clean and sanitary.
• Kitchen and workspaces shall be kept clean and in good condition.
• Premises shall be free of rodents and vermin.
• Premises shall have enough egress in case of fire.
• Workers shall have access to clean drinking water.
• All plumbing shall meet international building code or local building code and shall be leak free and operating correctly.
• All roofing shall meet international building code or local building code and shall be leak free.
• No exposed copper or aluminum wiring.

The Department of State Contractor will treat employees with respect and dignity by taking the following actions:

a) Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents or passports. Contractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation. Contractor shall provide a secure safe for storage of workers' passports and shall allow workers access to them at any time.

b) Contractor shall provide employees with signed copies of their employment contracts, in English and the employee's native language, that define the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. These contracts must be provided prior to employee departure from their countries of origin. Contractors will provide workers with written information on relevant host country labor laws. Fraudulent recruiting practices, including deliberately misleading information, may be considered a material breach of this contract.

c) Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at [http://www.state.gov/j/tip](http://www.state.gov/j/tip) or from the Contracting Officer.

d) The Contractor shall brief employees on the requirements of the FAR 52.222-50--Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the COR.

e) Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate
that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHLTLINE@STATE.GOV.

f) Contractor shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance except an employee legally permitted to remain in the country of work and who chooses to do so; or an employee who is a victim of trafficking seeking victim services or legal redress in the country of employment or a witness in a trafficking-related enforcement action.

g) Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combatting Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to Contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.

h) The Contractor shall not use Third Country National labor provided by a subcontractor. Employees must be employed by the contractor.

i) The following clause is considered part of the contract:

> On contracts for other than commercially available off the shelf items, Contractor will certify with the submission of their proposal and annually thereafter that the Contractor has a compliance plan in place appropriate to the size and nature of the program to prevent trafficking activities and to comply with the provisions of this clause. The certification will confirm that, to the best of its knowledge and belief, neither the prime nor subcontractor have engaged in any trafficking related activities described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause. Contracting Officer Representatives (CORs) shall evaluate Housing Plan compliance with random, at least semi annual inspections. Inspections shall be coordinated with Regional Security Officers to ensure the safety of inspection personnel. Inspections should include a commonsense evaluation of living conditions considering local standards, contract requirements, and the Contractor’s Housing Plan. CORs may consider local government inspection and certification of housing if available, but final evaluation and determination of acceptability rests with the COR.
EXHIBIT D

GOVERNMENT FURNISHED PROPERTY

1. The Government shall make the following property available to the Contractor as "Government furnished property (GFP)" for performance under the contract:

   a) The GFP:
      i. Changing area
      ii. Office space
      iii. Office furniture to consist of office desk, chair, visitor chairs, storage cabinet, 2-drawer filing cabinet
   b) Equipment:
      i. Scaffolding
      ii. Drinking cups for offices, recreation centers, security guard locations, tennis courts.
      iii. Soap and sanitizer dispenser refills packets or liquid.
      iv. Toilet tissue
      v. Paper towels
      vi. Seat covers
      vii. Sanitizing wipes
      viii. Drinking water and bottles for water coolers

2. The contractor will be responsible for notifying the Government in writing to the COR if any of the above expendable supplies are running below two weeks' worth of stock. Failure to do so will require the Contractor to provide a local equivalent of the listed materials in the event there are no stocks on-hand up to a period of two weeks after notifying the COR that there are no stocks of the furnished material on-hand.

3. In addition to these items additional equipment or materials may be furnished by the Government as determined by the COR. The contractor must use these Government furnished materials unless the Contractor can demonstrate that the furnished equipment or materials would require a modification to the contract due to a substantial change in scope or that the use of furnished equipment or materials will cause the Contractor to be unable to meet the performance standards of the contract.

When contract activities require the use of hoisting equipment or personnel lifts, the Government will provide the equipment and trained personnel to operate the equipment. In no case should the contractor operate Government furnished equipment that requires specialized training.
EXHIBIT E

Cleaning Instructions for Bottled Water Coolers

This cleaning process should be conducted every four to six months.

EQUIPMENT AND SUPPLIES NEEDED

1. Clean rubber gloves.
2. Paper towels or clean dry towels.
3. A plastic scrub brushes. A long handle will make cleaning easier. *Never use soap or detergents, steel wool or other abrasives on the reservoir.
5. Calibrated container, e.g., 2-gallon pail.
6. Unscented household liquid bleach.
7. Clean 1-gallon container filled with bottled water.

STEPS TO CLEANING THE WATER COOLER:

Step 1. UNPLUG the power cord

Step 2. Remove the bottle. If there is still water in the bottle, make sure that you cap or cover the bottle for re-use.

Step 3. From the COLD FAUCET drain all water from the cooler into a bucket and discard water.

Step 4. Remove the cooler top. If the cooler is equipped with a no-spill device, it may need to be removed first. Look in the reservoir to see if there is a removable baffle. If there is, remove the baffle.

Step 5. If there is water remaining in the cooler, drain it out. If the reservoir has an ice ring in it, add hot water to melt the ring and completely drain out reservoir. Do not spill water outside of the reservoir into the interior of the cooler.

Step 6. Prepare a cleaning solution in the calibrated container by adding one teaspoon of unscented household liquid bleach to each gallon of water.

Step 7. Wearing clean rubber gloves, immerse the lint-free towel and/or scrub brush in the cleaning solution. Squeeze all excess cleaning solution from
the towel and aggressively clean all surfaces of the reservoir interior. DO
NOT pour the cleaning solution directly into the reservoir.

Step 8. Rinse the reservoir - Carefully fill the reservoir with bottled water from
the one-gallon container to 1/2 inch from the top of the reservoir.
Completely drain the rinse water from the reservoir through the COLD
faucet.

Step 9. Use the same cleaning solution brush and/or cloth to clean the baffle, the
cooler top, drip receptor and faucets. If your cooler is equipped with a no-
spill device, it should be cleaned with the same cleaning solution. Take
care not to get the air filter wet. Use the clean 1-gallon container filled
with bottled water to thoroughly rinse these parts.

Step 10. Wearing rubber gloves, re-install all parts: baffle, cooler top, faucets if
removed and no spill device (if equipped).

Step 11. Place a bottle back on the cooler and drain two cups of water from each
faucet, or until there is no evidence of chlorine taste and/or odor. Dry all
spilled water on the cooler and floor.

Step 12. Plug the cooler back into the electrical outlet. Allow forty-five (45)
minutes for the water to reach the appropriate temperature.

If you have followed these steps, the cooler is now clean.

*Cleaning instructions are per the IBWA (International Bottled Water Association)
pamphlet# 05-04
EXHIBIT F

Color Coding of cleaning equipment and consumables

The following color chart shall apply to their respective locations to avoid cross contamination and reduce the chances of spread of infection and germs. This shall include but not limited to cleaning cloths, mops, and gloves:

<table>
<thead>
<tr>
<th>Location/Item</th>
<th>Remarks</th>
<th>Color Code (Cloth/Mop/Gloves)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offices: Corridors/Desks/ Worktops/ Cabinets</td>
<td>For general application: Used for cleaning areas that present low risk of infection.</td>
<td></td>
</tr>
<tr>
<td>Kitchens and Kitchenettes</td>
<td>This shall include food preparation areas, countertops, appliances, cabinets, floors etc. serving the kitchens.</td>
<td>GREEN</td>
</tr>
<tr>
<td>Restrooms: Toilets/Urinals/Showers</td>
<td>For areas considered at high risk for the spread of infection. E.g., Toilets, washroom floors, showers, wet changing areas etc.</td>
<td></td>
</tr>
<tr>
<td>Restrooms: Mirrors/ Cabinets/Partitions/Walls</td>
<td>For areas not considered critical for the spread of infection. E.g., countertops, sinks, washbasin, towel dispensers, partition walls, etc.</td>
<td>YELLOW</td>
</tr>
</tbody>
</table>

The contractor shall store the cleaning items in separate shelves or cabinets inside janitorial closets.
EXHIBIT G

Disinfection Services and Instructions

Disinfection shall be required in certain situations as or when needed. The contractor will provide a written disinfection plan and submit to the COR for review and approval.

Janitorial Staff who disinfect surfaces should follow the below standard operating procedures to comply with CDC, SHEM, and Consulate guidelines for disinfecting surfaces. Labeling shall be provided in advance to the COR. If the product is not specifically listed as effective, then labeling must be submitted to the COR for acceptance. The Contractor shall follow the manufacturer’s instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).

1. Tools and Materials Needed

   a) Disinfectant – Options:

      i. Diluted Bleach: A bleach solution can be prepared by mixing 5 tablespoons (1/3rd cup) bleach per gallon of water or 4 teaspoons bleach per quart of water.

      ii. Alcohol solutions: Ensure solution has at least 70% alcohol.

      iii. Other common EPA-registered household disinfectants.

         * Use products with the EPA-approved emerging viral pathogens claims (examples at these links: https://www.americanchemistry.com/Novel-Coronavirus-Fighting-Products-List.pdf or https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2)

   b) Rag, paper towel, or disinfecting wipe.

2. How to Clean and Disinfect Surfaces

   • The greater the amount of time elapsed since the departure of the individual, the better. Preferably wait at least 24 hours before cleaning and disinfection. This waiting period is not always practical.

   • If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.

   • For soft (porous) surfaces such as carpeted floor, rugs, and drapes, remove visible contamination if present and clean with appropriate cleaners indicated for use on these surfaces. After cleaning:

       o Launder items as appropriate in accordance with the manufacturer’s instructions. If possible, launder items using the warmest appropriate water setting for the items and dry items completely, or
- Use products with the EPA-approved emerging viral pathogens claims (examples at this link: https://www.americanchemistry.com/Novel-Coronavirus-Fighting-Products-List.pdf) that are suitable for porous surfaces.

- Always follow label directions on cleaning products and disinfectants. Wash surfaces with a general household cleaner to remove germs. Rinse with water and follow with an EPA-registered disinfectant to kill germs. Read the label to make sure it states that EPA has approved the product for effectiveness against influenza A virus.

- If a surface is not visibly dirty, you can clean it with an EPA-registered product that both cleans (removes germs) and disinfects (kills germs) instead. Be sure to read the label directions carefully, as there may be a separate procedure for using the product as a cleaner or as a disinfectant. Disinfection usually requires the product to remain on the surface for a certain period (e.g., letting it stand for 3 to 5 minutes).

- Use disinfecting wipes on electronic items that are touched often, such as phones and computers. Pay close attention to the directions for using disinfecting wipes. It may be necessary to use more than one wipe to keep the surface wet for the stated length of contact time. Make sure that the electronics can withstand the use of liquids for cleaning and disinfecting.

- Special cleaning and disinfecting processes, including wiping down walls and ceilings, frequently using room air deodorizers, and fumigating, are not necessary or recommended. These processes can irritate eyes, noses, throats, and skin; aggravate asthma; and cause other serious side effects.

- Use standard procedures for handling waste, which may include wearing gloves. Place no-touch waste baskets where they are easy to use. Throw disposable items used to clean surfaces and items in the trash immediately after use. Avoid touching used tissues and other waste when emptying waste baskets. Wash your hands with soap and water after emptying waste baskets and touching used tissues and similar waste.

- For clothing, towels, linens, and other items that go in the laundry: Wear disposable gloves when handling dirty laundry from an ill person and then discard after each use. If using reusable gloves, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other household purposes. Clean hands (https://www.cdc.gov/handwashing/when-how-handwashing.html) immediately after gloves are removed.

  - If no gloves are used when handling dirty laundry, be sure to wash hands afterwards.

  - If possible, do not shake dirty laundry. This will minimize the possibility of dispersing virus through the air.

  - Launder items as appropriate in accordance with the manufacturer’s instructions. If possible, launder items using the warmest appropriate water setting for the items and dry items completely. Dirty laundry from an ill person can be washed with other people’s items.
• Clean and disinfect clothes hampers according to guidance above for surfaces. If possible, consider placing a bag liner.

3. **WORKER QUALIFICATIONS**

   Individuals performing disinfection of facilities must
   • Understand the goals and challenges of the disinfection task
   • Be trained and healthy staff, preferably experienced
   • Be equipped with appropriate disinfectant, application equipment and PPE
   • Follow the labelling which typically includes detailed guidance for the cleaning product.
   • Have a protocol that addresses
     o The disinfectant including the dilution rate (if not a ready-to-use formulation), contact time, surface specific.
     o Types of surfaces that can and cannot be treated.
     o Never mixing household bleach with ammonia or any other cleanser.
     o The application method
     o Treatment process/strategy
     o Spill response
     o Waste disposal
     o Cross contamination
     o Reusable rags that are used for general cleaning shall be washed properly before each use.

Oversight to ensure thorough and safe treatment are highly recommended. A sample checklist is provided below.
DISINFECTANT TREATMENT CHECKLIST

Affected Areas: ___________ (Consulate completes)  Date:

Disinfectant Used: ___________ (attach the labeling)

Dilution ratio:

Contact Time:

Frequently touched surfaces for coronavirus cleaning:
- Desks and all work surfaces
- Doorknobs and door handles
- Light switches and dimmer switches
- Computer monitors, keyboards, mice
- Tablets and laptops
- Telephone equipment
- All chair rests and arms
- Canteen tables and chairs, crockery, trays, and cutlery
- Sinks, taps, and kitchen areas
- Toilets, including all surfaces
- Water fountains and drinks dispensers and vending machines
- Elevators and their doors and buttons.
- Other ___________________________

Waste removed and receptacles disinfected. (Yes/No) ____

Appears clean, smells clean, feels clean. (Yes/No) ____

Disinfection Supervisor (Name and Signature):

__________________________________________
SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS — COMMERCIAL ITEMS (OCT 2018) is incorporated by reference. (See SF-1449, Block 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (SEP 2021)

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

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

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

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

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


(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:


(Applies to contracts funded by the American Recovery and Reinvestment Act of 2009)


(5) [Reserved].


(10) [Reserved].

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

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

(13) [Reserved]


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


(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(teh(2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(teh(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(f)).

(ii) Alternate I (MAR 2020) of 52.219-13.

(19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(e)(1)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657(i)).

(22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 637(a)(21)).

(ii) Alternate I (MAR 2020) of 52.219-28.

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(n)).

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(t)).

(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).


X (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

(29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(ii) Alternate I (FEB 1999) of 52.222-26.


(ii) Alternate I (JUL 2014) of 52.222-35.


(ii) Alternate I (JUL 2014) of 52.222-36.


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


(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 221803.)

(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)(A1/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(ii)(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).


(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.


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

(ii) Alternate I (JUN 2014) of 52.223-16.

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

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (Jun2016) (E.O. 13693).


(ii) Alternate I (JAN 2017) of 52.224-3.


(ii) Alternate I (JAN 2021) of 52.225-3.

(iii) Alternate II (JAN 2021) of 52.225-3.

(iv) Alternate III (JAN 2021) of 52.225-3.
(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:


(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-


(ii) 52.203-14, 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).


(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.


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


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

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


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

(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.


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

(End of clause)

Add the following clause in full text:

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

(a) Definitions. As used in this clause—

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if—

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

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.
(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

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

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

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

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

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

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

(f) Taxes imposed under 26 U.S.C. 5000C may not be—
(1) Included in the contract price; nor

(2) Reimbursed.

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

(End of clause)

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

52.252-2  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 <CIR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations (FAR) clauses are incorporated by reference:

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</td>
</tr>
<tr>
<td>52.204-12</td>
<td>DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)</td>
</tr>
</tbody>
</table>
52.216-18 Ordering (AUG 2020)

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

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

(c) A delivery order or task order is considered “issued” when –

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor’s fax number; or
(3) If sent electronically, the Government either —

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor’s email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS. {OCT 1995}*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10 square meters / year, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 2000 square meters per year

(2) Any order for a combination of items in excess of 5000 square meters per year; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

*Applies to temporary additional services.
52.216-22 INDEFINITE QUANTITY (OCT 1995) *

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

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

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

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

*Applies to temporary additional services.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (MAY 2011)
(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
(b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/e21664.htm.

(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.

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

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices by email to Dhahrandbo2@state.gov to the office identified in the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e)

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

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

| Attn: DBO (Designated Billing Office) |
| American Consulate General Dhahran, Saudi Arabia |
| Email: Dhahrandbo2@state.gov |

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)

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

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

New Year’s Day
Martin Luther King’s Birthday
Washington’s Birthday
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Local Saudi Holidays:

Eid Al Fitr
Eid Al Adha
Saudi National Day
Founding Day

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

(b) When New Year’s Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor’s personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

1. The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

2. The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

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

(End of clause)

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

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

(b) The COR for this contract is Syed Salman Ali Shah - Building Engineer Supervisor

(End of clause)

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

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

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

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person.
(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person.

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

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

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

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

(1) Complying or agreeing to comply with requirements:

   (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
   (ii) Prohibiting the shipment of goods to Israel on a carrier or ship or by a route other than that prescribed by the boycotting country or the recipient of the shipment.

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country.

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

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

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

(End of clause)

652.242-73  AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

(2) That is has obtained all necessary licenses and permits required to perform this contract; and

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.229-70  EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

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

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

(End of clause)
SECTION 3 – SOLICITATION PROVISIONS

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

ADDENDUM TO 52.212-1

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

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

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

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

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

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

(3) List of clients over the past 5 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Saudi Arabia then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client’s contact person. In addition, the client’s contact person may be asked to comment on the offeror’s:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

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

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

(5) 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.

(6) The offeror’s strategic plan for Janitorial services to include but not limited to:
   (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
   (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
   (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
   (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.
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:

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<th>PROVISION</th>
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<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
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<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)</td>
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<tr>
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The site visit will be held on **Wednesday June 29, 2022 at 10:00AM at American Consulate Dhahran**. Prospective offerors/quoters should contact Dhahranprocurement@state.gov for additional information or to arrange entry to the building.

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

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)
(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

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

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

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

(End of provision)
SECTION 4 – EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.

b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotations.

c) Price Evaluation. The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices – Continuation of SF-1449, Block 23”, and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

d) Responsibility Determination. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR Subpart 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/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).

(End of clause)

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.

(End of clause)
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);

(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 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)

52.204-26 Covered Telecommunications Equipment or Services—Representation (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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”.

(c) Representations. (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that if [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 Offeror Representations and Certifications—Commercial Items. (FEB 2021)

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—

(1) 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.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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 ☐ 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 1246-

(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://www kode, 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.)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "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:

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[List as necessary]

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

(g) *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)
(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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."

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[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.
Other Foreign End Products:

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[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:

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(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":

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(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III 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 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:

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[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:

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(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).
(Appplies 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 the threshold at 9.104-.5(a)(2) 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.
(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 (ii)(2)(i) or (ii)(2)(ii) by checking the appropriate block.]

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

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

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

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

2. □ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that—

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

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

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

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

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

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

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

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

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

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

TIN: ____________________________

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) **Type of organization.**

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government:

International organization per 26 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 its □ 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)

(a) 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 (i)(2)(i) or (i)(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) and section 889 (a)(1)(B) 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.

(End of Provision)

52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)

(a) Definitions. As used in this provision—

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if—

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

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

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

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

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

1. It [___] is [____] is not a foreign person; and

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

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

1. The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

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

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

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

(End of Provision)

The following DOSAR provision is provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

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

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

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

(2) Discriminating in the award of subcontracts on the basis of religion.
ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(OCT 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 (JUN 2020)