SUBJECT: Solicitation Number 19QA10-21-R-0022 – Janitorial Services at the Embassy of the United States of America in Doha, Qatar.

The Embassy of the United States of America invites interested bidders to submit a proposal for Janitorial Services at the Embassy in Doha, Qatar.

The Embassy intends to conduct a pre-proposal conference at the site, and all prospective offerors who have received a solicitation package will be invited to attend. See Section L of the attached Request for Proposals (RFP).

Your proposal must be submitted electronically to DohaProcurement@state.gov on or before 09:00 a.m. on Thursday January 06, 2022. No proposal will be accepted after this time.

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

1. Page 2: SF-33
2. Pages 4-7: Section B, Pricing Schedule
4. Pages 73-77: Additional information as required in Section L

Bidders must register in the System for Award Management (SAM) prior to proposal submission. Registration information is available at https://sam.gov/content/home. As registration may be a lengthy process, interested bidders should initiate the registration as soon as possible. The resultant SAM number must be provided with the proposal submission.

Direct any questions regarding to this solicitation to DohaProcurement@state.gov by email on or before Sunday Dec 15, 2021.

Sincerely,

[Signature]

Dimitry Medvedev
Contracting Officer
# SOLICITATION, OFFER AND AWARD

## 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

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## 2. CONTRACT (Proc. Inst. Ident.) NO.

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## 3. SOLICITATION NO.

3. SOLICITATION NO.

## 4. TYPE OF SOLICITATION

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## 5. DATE ISSUED

5. DATE ISSUED

## 6. REQUISITION/PURCHASE NO.

6. REQUISITION/PURCHASE NO.

## 7. ISSUED BY

7. ISSUED BY

## 8. ADDRESS OFFER TO (If other than item 7)

8. ADDRESS OFFER TO (If other than item 7)

## 9. SOLICITATION

9. SOLICITATION

## 10. FOR INFORMATION CALL:

10. FOR INFORMATION CALL:

### A. NAME

Dimitry Medvedev – Contracting Officer

### B. TELEPHONE (NO COLLECT CALLS)

974-4496-6794

### C. E-MAIL ADDRESS

DohaProcurement@state.gov

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<th>DESCRIPTION</th>
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<td>19-22</td>
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</table>

## 12. In compliance with the above, the undersigned agrees, if this offer is accepted within 200 days (120 days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

## 13. DISCOUNT FOR PROMPT PAYMENT SEE 14

<table>
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<tr>
<th>10 CALENDAR DAYS</th>
<th>20 CALENDAR DAYS</th>
<th>30 CALENDAR DAYS</th>
<th>CALENDAR DAYS</th>
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<td>%</td>
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## 14. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation and related documents numbered and dated:

<table>
<thead>
<tr>
<th>AMENDMENT NO.</th>
<th>DATE</th>
<th>AMENDMENT NO.</th>
<th>DATE</th>
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## 15A. NAME AND ADDRESS OF OFFEROR

<table>
<thead>
<tr>
<th>CODE</th>
<th>FACILITY</th>
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## 15B. TELEPHONE NO. (Include area code)

<table>
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<tr>
<th>IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS</th>
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## 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

## 17. SIGNATURE

## 18. OFFER DATE

## AWARD

<table>
<thead>
<tr>
<th>ITEM</th>
<th>AMOUNT</th>
<th>ACCOUNTING AND APPROPRIATION</th>
</tr>
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## 20. AMOUNT

## 21. ACCOUNTING AND APPROPRIATION

## 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

<table>
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<tr>
<th>10 U.S.C. 2304(c)(     )</th>
<th>41 U.S.C. 253(c)(     )</th>
<th>SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)</th>
</tr>
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</table>

## 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

## 24. ADMINISTRATION BY (If other than Item 7)

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<tr>
<th>PAYMENT WILL BE MADE BY CODE</th>
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</table>

## 25. PAYMENT WILL BE MADE BY CODE

## 26. NAME OF CONTRACTING OFFICER (Type or print)

<table>
<thead>
<tr>
<th>UNITED STATES OF AMERICA (Signature of Contracting Officer)</th>
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</thead>
</table>

## 27. UNITED STATES OF AMERICA (Signature of Contracting Officer)

## IMPORTANT

Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.

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**SBU - CONTRACTING AND ACQUISITIONS**
B.1 SCOPE OF SERVICES

The Contractor shall provide janitorial services for the U.S. Embassy in Doha – Qatar.

B.2 TYPE OF CONTRACT

This is a fixed price contract with indefinite delivery/indefinite quantity for temporary/additional services.

B.3 TYPES OF SERVICES

(a) Standard Services. The Contractor shall provide standard janitorial services as specified in Section C within the buildings and spaces listed in Exhibit A.

(b) Temporary Additional Services. The Contractor shall provide Temporary Additional Services when requested by the Contracting Officer’s Representative (COR) through a written order. Temporary Additional Services delivered shall be in addition to the Standard Services and shall be priced at the unit price shown below. The tasks to be accomplished shall be additional quantities of the same tasks described in Section C.

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 (1) meter square. This reflects the contract minimum for the base year and option period.

- Maximum: The amount of all orders shall not exceed (6000) meter square. This reflects the contract maximum for the base year and each option period for temporary/additional services.

B.4 PRICING

(a) The Government will pay the Contractor a fixed price per month for Standard Services that have been satisfactorily performed. The Government will also pay the Contractor for Temporary Additional Services ordered each month by the Government for satisfactorily completed work.

(b) The Contractor shall include any premium pay for services required on holidays only in the fixed prices for Standard Services. The Contractor shall include any premium pay for overtime only in the fixed rates for Temporary Additional Services.
(c) The Government will also reimburse the Contractor at the purchase price for any materials or equipment ordered by the Government for Temporary Additional Services.

(d) The cost of Workers’ Compensation War-Hazard Insurance Overseas (See Section I, FAR 52.228-4) is not reimbursable and shall be included in the Contractor’s rates.

(e) The Government will make payment in Qatari Riyals currency.

(f) The Government will make payment in local currency.

(f) VALUE ADDED TAX.

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

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.

B.5 - Base Year Prices:

<table>
<thead>
<tr>
<th>Price per Month</th>
<th>12 months</th>
<th>Price per Year</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>X 12</td>
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</table>

(b) Temporary Additional Services. The unit fixed price is:

<table>
<thead>
<tr>
<th>Price per labor Hour</th>
<th>Estimated Number of Square Meters per Year</th>
<th>Total Not to Exceed Price per Year</th>
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<tbody>
<tr>
<td></td>
<td>6000</td>
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</table>

(c) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

Material/Equipment Not to Exceed per Year: 12,000 QAR

Total Not to Exceed Price for Option Base Year (a + b + c)
B.6 - Option Year (1) Prices:

<table>
<thead>
<tr>
<th>B.6 Option Year 1 Prices (Option Term: Twelve (12) Months)</th>
</tr>
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<tbody>
<tr>
<td>(a) Standard Services. The fixed price for Option Year 1 of the contract is:</td>
</tr>
<tr>
<td>Price per Month</td>
</tr>
<tr>
<td>-----------------</td>
</tr>
<tr>
<td>X 12</td>
</tr>
<tr>
<td>(b) Temporary Additional Services. The unit fixed price is:</td>
</tr>
<tr>
<td>Price per labor Hour</td>
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<tr>
<td>6000</td>
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</table>

(c) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

| Material/Equipment Not to Exceed per Year: | 12,000 QAR |

Total Not to Exceed Price for Option Year 1 (a + b + c)

B.7 - Option Year (2) Prices:

<table>
<thead>
<tr>
<th>B.7 Option Year 2 Prices (Option Term: Twelve (12) Months)</th>
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<tr>
<td>(a) Standard Services. The fixed price for Option Year 2 of the contract is:</td>
</tr>
<tr>
<td>Price per Month</td>
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<tr>
<td>-----------------</td>
</tr>
<tr>
<td>X 12</td>
</tr>
<tr>
<td>(b) Temporary Additional Services. The unit fixed price is:</td>
</tr>
<tr>
<td>Price per labor Hour</td>
</tr>
<tr>
<td>6000</td>
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</table>

(c) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

| Material/Equipment Not to Exceed per Year: | 12,000 QAR |

Total Not to Exceed Price for Option Year 2 (a + b + c)
B.8 - Option Year (3) Prices:

<table>
<thead>
<tr>
<th>(a) Standard Services. The fixed price for Option Year 3 of the contract is:</th>
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<tbody>
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<td>Price per Month</td>
<td>12 months</td>
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<tr>
<th>(b) Temporary Additional Services. The unit fixed price is:</th>
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<tbody>
<tr>
<td>Price per labor Hour</td>
<td>Estimated Number of Square Meters per Year</td>
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<td></td>
<td>6000</td>
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</table>

(c) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

Material/Equipment Not to Exceed per Year: 12,000 QAR.

Total Not to Exceed Price for Option Year 3 (a + b + c)  |

B.9 - Option Year (4) Prices:

<table>
<thead>
<tr>
<th>(a) Standard Services. The fixed price for Option Year 4 of the contract is:</th>
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<tr>
<td>Price per Month</td>
<td>12 months</td>
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<table>
<thead>
<tr>
<th>(b) Temporary Additional Services. The unit fixed price is:</th>
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</thead>
<tbody>
<tr>
<td>Price per labor Hour</td>
<td>Estimated Number of Square Meters per Year</td>
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<tr>
<td></td>
<td>6000</td>
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</table>

(c) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

Material/Equipment Not to Exceed per Year: 12,000 QAR.

Total Not to Exceed Price for Option Year 4 (a + b + c)  |
B.10. Grand Total of Base plus All Option Years:

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<tbody>
<tr>
<td>Base Year Total</td>
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<tr>
<td>Option Year 1 Total</td>
<td></td>
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<tr>
<td>Option Year 2 Total</td>
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<tr>
<td>Option Year 3 Total</td>
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<tr>
<td>Option Year 4 Total</td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total of Base plus All Option Years</strong></td>
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</tbody>
</table>
C.1 WORK REQUIREMENTS

C.1.1 General. The Contractor shall provide services for the U.S. Embassy in Doha, Qatar. 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.

C.1.2 Personnel. The Contractor shall provide a qualified work force meeting the contract requirements. The workforce shall be able to provide the services identified in Section J, Exhibit A, Locations and Quantities for Janitorial Services.

C.1.3 General Requirements.

C.1.3.1 Definitions.

"General Instructions" mean those instructions, directives and guidelines that apply to all janitorial personnel.

"Chancery" means the embassy building

“CMR” means the official residence of the ambassador.

"Daily" means 5 days per week, on each non-holiday workday.

"DCR" means the official residence of the Deputy Chief of Mission.

C.1.3.2 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.

C.1.4 Duties and Responsibilities.

C.1.4.1 Certain areas specified in Section J, Exhibit A require an escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that accidental security violations do not occur.

C.1.4.2 Contractor shall schedule routine cleaning requirements to ensure that these are done in the order and time frame that are most efficient and have the least impact on normal operations. They are to be performed on a daily basis.
C.1.4.3 Contractor shall schedule periodic cleaning requirements so that it causes minimal disruption to the normal operation of the facility. The COR shall determine the schedules presented which meet the needs of the individual facility.

C.1.4.4 Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in paragraph C.2.1. of this contract. The COR shall order these services as needed. 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 notice.

C.1.4.5 The Contractor shall include in its next regular 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.

C.2 TYPES OF SERVICES

C.2.1 Standard Services shall include the following work:

C.2.1.1 Daily Cleaning Requirements shall consist of:

C.2.1.1.1 Sweeping all floor areas including damp mopping of areas such as tile, linoleum, marble floors, staircases and public areas. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. The frequency may be higher than once per day, if required to maintain a clean, professional appearance. When completed, the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.

C.2.1.1.2 Dusting and cleaning all light fixtures and furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, coat racks, umbrella stands, pictures, maps, telephones, computers and CRT 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.2.1.1.3 Vacuuming all clean rugs and carpets, runners, and carpet protectors so that they are free from dust, dirt, mud, etc. 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.

C.2.1.1.4 Thorough cleaning of toilets, bathrooms, mirrors, and shower facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall replace paper towels, toilet paper, and soap in all bathrooms.
The Contractor shall check those areas used by personnel visiting the chancery several times daily to ensure that the facilities are always clean and neat.

C.2.1.1.5 Emptying all wastepaper and recycling baskets, ashtrays and washing or wiping them clean with a damp cloth, replacing plastic wastepaper basket linings and returning items where they were located.

C.2.1.1.6 Cleaning of glasses, cups, and coffee services in conference facilities and in the Ambassador's 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.

C.2.1.1.7 Removing any grease marks or fingerprints from walls, doors, door frames, radiators, windows and window frames, glass desk protectors, reception booths and partitions.

C.2.1.1.8 Removing trash and recycling to designated areas as directed by the COR, and keeping trash and recycling areas in reasonably clean condition.

C.2.1.1.9 Sweeping debris from walkways and driveways and hose cleaning them during appropriate seasons (taking into consideration environmental restrictions on water if necessary). This includes daily sweeping and cleaning of Chancery stairs.

C.2.1.1.10 Change water bottles on water bottles as needed. Inspect and clean dispenser before water bottle change, if needed. Distribute and collect government provided water bottles in areas directed by the COR.

C.2.1.2 Periodic Cleaning Requirements shall consist of:

C.2.1.2.1 Polishing all brass surfaces including door and window handles, plaques, etc.

C.2.1.2.2 Dusting tops of tall furniture, tops of picture frames and areas not covered in daily dusting.

C.2.1.2.3 Spot cleaning baseboards and walls.

C.2.1.2.4 Spot waxing and polishing floors as needed.

C.2.1.2.5 Shampooing (small area spot clean; as needed) carpets.

C.2.1.2.6 Dusting windowsills and blinds.

C.2.1.2.7 Cleaning and sanitizing trash holding areas a required in order to eliminate odors, insects, and pests.

C.2.1.2.8 Sweeping and washing terraces and balconies to remove all accumulated dirt and debris. Sweep main walkways used by the general public accessing the embassy.
C.2.1.2.9 Cleaning and sanitizing of bottle water dispensers.

**C.2.1.3 Monthly Cleaning Requirements shall consist of:**

C.2.1.3.1 Cleaning major appliances inside and out including vacuuming dust from around motor areas.

C.2.1.3.2 Wiping window blinds with a damp cloth to ensure that all smudges are removed.

C.2.1.3.3 Cleaning inside window glass and sash of smudges and accumulated dirt.

C.2.1.3.4 Moving all furniture and vacuuming or polishing the floor under the furniture as appropriate for the surface.

C.2.1.3.5 Cleaning for exterior perimeter security camera’s as per COR instruction

**C.2.1.4 Quarterly Cleaning Requirements shall consist of:**

C.2.1.4.1 Washing the outsides of the windows. When completed the windows shall be free of smudges, lint, or streaks from the surfaces.

C.2.1.4.2 Removing and washing window blinds.

C.2.1.4.3 Shampooing the entire surface of carpets in the high traffic areas. Shampooing shall be accomplished by dry-cleaning (carpet absorbent cleaner), unless an alternate method is approved in advance by the COR.

C.2.1.4.4 Cleaning and sanitizing the trash holding area.

C.2.1.4.5 Dusting and wiping light fixtures and chandeliers. When completed, the light fixtures shall be free from bugs, dirt, grime, dust, and marks.

C.2.1.4.6 Washing the outsides of all exterior security cameras on the perimeter wall and guard booths. The contractor shall coordinate this work schedule with the COR in advance.

**C.2.1.5 Semi-Annual Cleaning Requirements shall consist of:**

C.2.1.5.1 Stripping wax coats, spot checking sealer coats, and completely reapplying wax coats.

C.2.1.5.2 Shampooing carpets in all areas. Shampooing shall be accomplished by dry-cleaning (carpet absorbent cleaner), unless an alternate method is approved in advance by the COR.

C.2.1.5.3 Cleaning all chandeliers and light fixtures using appropriate methods to restore the original luster to the fixtures. This will include ensuring that all crystal reflectors are individually washed.

C.2.1.5.4 Power wash all exterior patio surfaces.
C.2.1.6 Annual Cleaning Requirements shall consist of:

C.2.1.6.1 Stripping wax coats and seal coats to the bare floor surface; cleaning the bare surface, and reapplying a seal coat.

C.2.1.6.2 Cleaning gutters and down spouts of all collected debris.

C.3 MANAGEMENT AND SUPERVISION

C.3.1 Contractor Management.

C.3.1.1 Supervision. The Contractor shall designate a project manager who shall be responsible for on-site supervision of the Contractor's workforce at all times. This project manager shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The project manager shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The project manager shall have supervision as his or her sole function.

C.3.1.2 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. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan of the personnel to be used and the time frame to perform the service.

C.3.1.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

C.3.1.4 The Contractor shall control overtime through efficient use of the workforce. Individual work schedules shall not exceed 40 hours per week to preclude overtime being part of the standard services provided under the contract. Overtime may be necessary under Temporary Additional Services.
SECTION D - PACKAGING AND MARKING

RESERVED
SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov/ to see the links to the FAR. You may also use an internet “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)

E.2 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan is designed to provide an effective surveillance method to promote effective 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 conduct quality assurance to ensure that contract standards are achieved.

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>PWS Paragraph</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performed all janitorial services set forth in the Performance Work Statement (PWS)</td>
<td>C.1 thru C.3</td>
<td>All required services are performed and no more than two (2) validated customer complaints are received per month</td>
</tr>
<tr>
<td>Prepares and adheres to scheduled monthly, quarterly, semi-annual, and annual work.</td>
<td>C.2.1.3 thru C.2.1.6</td>
<td>Schedules are provided to the COR at least one month in advance of proposed work.</td>
</tr>
</tbody>
</table>
E.2.1 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.

E.2.2 Standard

The performance standard is that the Government receives no more than two (2) validated customer complaints 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 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

E.2.3 Procedures

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

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

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

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

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

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

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

F.1 PERIOD OF PERFORMANCE

F.1.1 The performance period of this contract is from the start date in notice to proceed letter to 12 months.

F.1.2 The Government may extend this contract for up to four (4) additional 12-month periods in accordance with the option clause in Section I. 52.217-9, Option to Extend the Term of the Contract, which also specifies the total duration of this contract. See also Section I, FAR 52.217-8, Option to Extend Services, for up to an additional six months of optional performance, if required by the Government.

F.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15 STOP-WORK ORDER AUG 1989
52.242-17 GOVERNMENT DELAY OF WORK APR 1984

F.3 PERIOD OF PERFORMANCE

The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with (4) one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

F.4 DELIVERY SCHEDULE

The following items shall be delivered under this contract:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Delivery Date</th>
<th>Deliver To</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.1.3.2 General Instructions</td>
<td>1</td>
<td>30 days after award</td>
<td>COR</td>
</tr>
</tbody>
</table>
The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the Full names, Qatari ID Copy, Copy of Passport, biographic data and police clearance on all Contractor personnel who shall be used on this contract.

F.5 NOTICE TO PROCEED

After contract award and submission of insurance certificates, the Contractor shall be sent a Notice to Proceed. That Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.
SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 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 the Facility Manager or his designate

G.1.1 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 SUBMISSION OF INVOICES

The Contractor shall submit invoices in an original and three (2) copies to the Contracting Officer's Representative (COR) to the following email:

USEMBDohaPayables@state.gov

G.2.1 Value Added Tax

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.
SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY

H.1.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.

H.1.2 Identity Cards. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the 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.

H.2 STANDARDS OF CONDUCT

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. 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 cost to the Government.

(b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

(c) 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 that interfere with normal and efficient Government operations.

(e) 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.

(f) 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:
- 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;
- Unauthorized use of Government property, theft, vandalism, or immoral conduct;
- Unethical or improper use of official authority or credentials;
- Security violations; or,
- Organizing or participating in gambling in any form.

(g) 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.

H.3 PERSONNEL HEALTH REQUIREMENTS

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

H.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

(a) Bonds. The Government imposes bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

(b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.

(c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.
(d) 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:

General Liability

<table>
<thead>
<tr>
<th></th>
<th>1. Bodily Injury, On or Off the Site, in Qatari Riyals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence</td>
<td>500,000 QAR or whatever required by Qatari law</td>
</tr>
<tr>
<td>Cumulative</td>
<td>500,000 QAR or whatever required by Qatari law</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th></th>
<th>2. Property Damage, On or Off the Site, in Qatari Riyals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence</td>
<td>500,000 QAR or whatever required by Qatari law</td>
</tr>
<tr>
<td>Cumulative</td>
<td>500,000 QAR or whatever required by Qatari law</td>
</tr>
</tbody>
</table>

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.

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

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:
(a) Any property of the Contractor,
(b) Its officers,
(c) Agents,
(d) Servants,
(e) Employees, or
(f) Any other person,
arising from and incident to the Contractor's performance of this contract.

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

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

(e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the performance of work under this contract.
The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

H.5 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. If Contractor is self-insured then the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.
PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 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.

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FEDERAL ACQUISITION REGULATION (48 CFR CH. 1):

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52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-9 PERSONAL IDENTIFY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (OCT 2016)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 2020)
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<td>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)</td>
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<td>PRIVACY ACT NOTIFICATION (APR 1984)</td>
<td></td>
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<tr>
<td>52.224-2</td>
<td>PRIVACY ACT (APR 1984)</td>
<td></td>
</tr>
<tr>
<td>52.225-5</td>
<td>TRADE AGREEMENTS (OCT 2019)</td>
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</tr>
<tr>
<td>52.225-13</td>
<td>RESTRICTIONS ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)</td>
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</tr>
<tr>
<td>52.225-14</td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)</td>
<td></td>
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<td>WORKERS’ COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)</td>
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<tr>
<td>52.228-4</td>
<td>WORKERS COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)</td>
<td></td>
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<tr>
<td>52.228-5</td>
<td>INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)</td>
<td></td>
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<tr>
<td>52.229-6</td>
<td>TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)</td>
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52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)

52.232-1 PAYMENTS (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-17 INTEREST (MAY 2014)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATIONS OF FUNDS (JUNE 2013)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)

52.232-25 PROMPT PAYMENT (JAN 2017)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

52.233-1 DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-13 BANKRUPTCY (JULY 1995)

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
I.2 FAR CLAUSES IN FULL TEXT:

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.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
(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 (5) Years.

(End of clause)

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

(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

(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.

I.3  DOSAR CLAUSES IN FULL TEXT

652.204-70  DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
ISSUANCE PROCEDURES (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/c21664.htm

(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 of Israel, 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.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I.4. CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);

2) Clearly identify themselves and their contractor affiliation in meetings;
3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

I.5. 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)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

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

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Qatari/U.S.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King's Birthday</td>
<td>American</td>
</tr>
<tr>
<td>National Sports Day</td>
<td>Qatari</td>
</tr>
<tr>
<td>Presidents Day</td>
<td>American</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>American</td>
</tr>
<tr>
<td>U.S. Independence Day</td>
<td>American</td>
</tr>
<tr>
<td>Eid Al-Fitr</td>
<td>Qatari</td>
</tr>
</tbody>
</table>
Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Friday or Saturday, the following Sunday 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 Contractor’s accounting policy.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. The Contracting Officer must make all modifications to the contract in writing.
SECTION J
LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

- Exhibit A - LOCATIONS AND TIME FRAME FOR JANITORIAL SERVICES
- Exhibit B - CONTRACTOR FURNISHED MATERIALS
- Exhibit C - GOVERNMENT FURNISHED PROPERTY
- Exhibit D – CONTRACTOR FURNISHED HOUSING FOR WORKERS & RECRUITMENT PLAN FOR NON-PROFESSIONAL WORKERS.
- Exhibit E - 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) – Full Text
### Compound Surface Areas

#### SURFACE AREAS

<table>
<thead>
<tr>
<th>Area Description</th>
<th>m²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpeted Areas</td>
<td></td>
</tr>
<tr>
<td>Chancery Building</td>
<td>2488</td>
</tr>
<tr>
<td>Building 6, FAC Offices</td>
<td>103</td>
</tr>
<tr>
<td>Building 4, Employee Store</td>
<td>85</td>
</tr>
<tr>
<td>Building 1, Exercise Area</td>
<td>104</td>
</tr>
<tr>
<td>Terrazzo Tiling Areas</td>
<td></td>
</tr>
<tr>
<td>Chancery Building</td>
<td>543</td>
</tr>
<tr>
<td>Guard and police booths</td>
<td>105</td>
</tr>
<tr>
<td>Ceramic Tiling Areas</td>
<td></td>
</tr>
<tr>
<td>FAC Offices</td>
<td>148</td>
</tr>
<tr>
<td>Cafeteria</td>
<td>68</td>
</tr>
<tr>
<td>Warehouse</td>
<td>49</td>
</tr>
<tr>
<td>Marble Tiled Areas</td>
<td></td>
</tr>
<tr>
<td>Chancery Building</td>
<td>402</td>
</tr>
<tr>
<td>Chancery, Exterior</td>
<td>2313</td>
</tr>
<tr>
<td>Cafeteria</td>
<td>154</td>
</tr>
<tr>
<td>Cement Floor Areas</td>
<td></td>
</tr>
<tr>
<td>FAC Section I</td>
<td>220</td>
</tr>
<tr>
<td>FAC Section II</td>
<td>221</td>
</tr>
<tr>
<td>Warehouse interior</td>
<td>217</td>
</tr>
<tr>
<td>Exterior Walkways (precast brick)</td>
<td></td>
</tr>
<tr>
<td>Front of the Chancery</td>
<td>58</td>
</tr>
<tr>
<td>FAC, Warehouse, Rear gate</td>
<td>794</td>
</tr>
<tr>
<td>Warehouse, Cafeteria (east side)</td>
<td>2906</td>
</tr>
<tr>
<td>Southeast of Chancery</td>
<td>824</td>
</tr>
<tr>
<td>Northeast of Chancery</td>
<td>927</td>
</tr>
<tr>
<td>Asphalted Areas</td>
<td></td>
</tr>
<tr>
<td>Exterior of embassy compound</td>
<td>6258</td>
</tr>
<tr>
<td>Motor Pool parking lot</td>
<td>954</td>
</tr>
</tbody>
</table>
## Compound Bathrooms

<table>
<thead>
<tr>
<th>Bathrooms</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Chancery Building, Basement</td>
<td>2</td>
</tr>
<tr>
<td>Toilets</td>
<td>3</td>
</tr>
<tr>
<td>Showers</td>
<td>2</td>
</tr>
<tr>
<td>Chancery, First Floor</td>
<td>4</td>
</tr>
<tr>
<td>Toilets</td>
<td>4</td>
</tr>
<tr>
<td>Chancery, Second Floor</td>
<td>2</td>
</tr>
<tr>
<td>Toilets</td>
<td>4</td>
</tr>
<tr>
<td>Chancery, Third Floor</td>
<td>3</td>
</tr>
<tr>
<td>Toilets</td>
<td>5</td>
</tr>
<tr>
<td>Showers</td>
<td>3</td>
</tr>
<tr>
<td>Warehouse</td>
<td>1</td>
</tr>
<tr>
<td>Toilets</td>
<td>1</td>
</tr>
<tr>
<td>Cafeteria</td>
<td>2</td>
</tr>
<tr>
<td>Toilets</td>
<td>4</td>
</tr>
<tr>
<td>Front Guard Booth and Police Booths</td>
<td>3</td>
</tr>
<tr>
<td>Toilets</td>
<td>3</td>
</tr>
<tr>
<td>Rear Guard Booth and Police Booths</td>
<td>2</td>
</tr>
<tr>
<td>Toilets</td>
<td>2</td>
</tr>
<tr>
<td>FAC</td>
<td>4</td>
</tr>
<tr>
<td>Toilets</td>
<td>4</td>
</tr>
<tr>
<td>Showers</td>
<td>2</td>
</tr>
</tbody>
</table>

Number of Full-time Equivalent (FTE) employees: **220**

Number of Visitors /day: **250**

Number of exterior security cameras to be cleaned: **40**
The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the standard and temporary additional services as specified in this contract. Such items include, but are not limited to uniforms, personnel equipment, 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 sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service.

To the extent possible, the Contractor shall use only environmentally preferable chemical cleaning-products. This includes lower toxicity/non-carcinogenic, reduced skin, eye, and respiratory irritability, biodegradability, No unnecessary dyes or fragrances, and recycled content/recovered materials. Where not available locally, the contractor shall inform the COR. The contractor shall submit a Safety Data Sheet (SDS) for each proposed product to the COR for approval, prior to use. The Contractor shall identify products by brand name for each of the following product types:

(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 deodorizers  
(s) Lime and scale remover

In addition, the Contractor shall provide following non-chemical products containing the maximum feasible amount of recovered materials:

(1) Bathroom Tissue - The bathroom tissue must contain at least 100% recovered materials and 20% post-consumer content. Tissues shall be double-ply.
(2) **Toilet Seat Covers** - Toilet seat covers must contain at least 100% recovered materials and 40% post-consumer content.

(3) **Paper Towels** - The paper towels must contain at least 100% recovered materials and 40% post-consumer content.

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

(5) **Plastic Trash Bags** - Plastic trash bags must contain at least 25% post-consumer content.

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

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: [http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm](http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm)

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 Contracting Officer, 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 Contracting Officer would like to propose a more environmentally-preferable product, either the Contractor or Contracting Officer may propose for consideration an “equal” product. If the parties agree to the replacement product, the contract will be modified.
GOVERNMENT FURNISHED PROPERTY

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

- Restroom air-fresheners (Wall-mounted dispensers, refill cartridges, and batteries)
- Hand Sanitizer (dispensers and refill material)
- Bottled water (20 liter)
- Cleaning trollies. Four carts, as-is. To be replaced by contractor if needed.
- Vacuums. Ten vacuums, as is. To be replaced by contractor if needed.
- Golf Carts. Two electrical carts. Life cycle replacement by government.
- Man-lift and/or ladders (for exterior glass window and camera cleaning).
J.5  EXHIBIT D

CONTRACTOR FURNISHED HOUSING FOR WORKERS & RECRUITMENT PLAN FOR NON-PROFESSIONAL WORKERS.

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

**Recruitment Plan**

a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the Contractor intends to recruit them.

b. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.

c. Provide sample recruitment agreement in English.

d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The Contractor or employer pays the recruitment fees for the worker if recruited by the Contractor or subcontractor to work specifically on Department of State jobs.

e. State in the offer that the Contractor’s recruitment practices comply with recruiting nation and host country labor laws.

f. State in the offer that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.

g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.

h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

**Housing Plan**

1. The Contractor will submit a Housing Plan if the Contractor intends to provide employer furnished housing for TCNs. The Housing Plan must describe the location and description of the proposed housing. Contractors must state in their 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 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 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 work spaces shall be kept clean and in good condition;
- Premises shall be free of rodents and vermin;
- Premises shall have sufficient 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 purposed 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 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 Contracting Officer Representative (COR).

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

f) Contractor 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 combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to Contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.

h) The Contractor agrees to include this clause in all subcontracts over $150,000 involving recruitment of third country nationals for subcontractor performance. 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 and subcontractors have 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 semiannual inspections. Inspections shall be coordinated with Regional Security Officers to ensure the safety of inspection personnel. Inspections should include a common sense evaluation of living conditions taking into account 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
(a) **Definitions.**

As used in this clause — Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means —

(1) Threats of serious harm to or physical restraint against any person;
(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
(3) the abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means —

(1) Any item of supply (including construction material) that is —
   (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
   (ii) Sold in substantial quantities in the commercial marketplace; and
   (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person —

(1) By threats of serious harm to, or physical restraint against, that person or another person;
(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
(3) By means of the abuse or threatened abuse of law or the legal process.
Involuntary servitude includes a condition of servitude induced by means of —
(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in person’s means —

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor. United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy.

The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not —
(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
(2) Procure commercial sex acts during the period of performance of the contract;
(3) Use forced labor in the performance of the contract;
(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority;
(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
(6) Charge employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment —

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that —

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is — (A) Legally permitted to remain in the country of employment and who chooses to do so; or (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee’s work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) **Contractor requirements.** The Contractor shall —
(1) Notify its employees and agents of — (i) The United States Government’s policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203–13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies.

In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in —

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
(5) Declining to exercise available options under the contract;
(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken
appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

(1) The Contractor shall, at a minimum —

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
(ii) Provide timely and complete responses to Government auditors’ and investigators’ requests for documents;
(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not —
(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
(iii) Restrict the Contractor from —
(A) Conducting an internal investigation; or
(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that — (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate — (i) To the size and complexity of the contract; and (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following: (i) An awareness program to inform contractor employees about the Government’s policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities
prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State’s Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/. (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1–844–888–FREE and its email address at help@befree.org. (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable hostcountry legal requirements or explains any variance. (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards. (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.  
(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor’s Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that — (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and (ii) After having conducted due diligence, either — (A) To the best of the Contractor’s knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that — (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.
K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(a) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

____________________________________________________________
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her 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 its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, 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.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $150,000, for each failure.

K.3 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation (JAN 2017)

K.4 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent”, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN)”, as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 USC 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.

(d) 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
__ Offeror is an agency or instrumentality of a foreign government;
__ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

__ Sole Proprietorship;
__ Partnership;
__ Corporate Entity (not tax exempt);
__ Corporate Entity (tax exempt);
__ Government entity (Federal, State, or local);
__ Foreign government;
__ International organization per 26 CFR 1.6049-4;
__ Other ________________________________

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
___ Name and TIN of common parent;
Name __________________________________________
TIN ____________________________________________

K.5 AUTHORIZED CONTRACT ADMINISTRATOR
If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: ________________________________

Address: ________________________________

______________________________

______________________________

Telephone Number: ________________________________

K.6 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 561720.

(2) The small business size standard is 18,000,000 million dollars.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) □ Paragraph (d) applies.

(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that–

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(ix) **52.209-11**, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) **52.214-14**, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) **52.215-6**, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) **52.219-1**, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) **52.219-2**, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) **52.222-22**, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at **52.222-26**, Equal Opportunity.

(xv) **52.222-25**, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at **52.222-26**, Equal Opportunity.

(xvi) **52.222-38**, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) **52.223-1**, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at **52.223-2**, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
(xviii) **52.223-4**, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) **52.223-22**, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at **52.204-7**.

(xx) **52.225-2**, Buy American Certificate. This provision applies to solicitations containing the clause at **52.225-1**.

(xxi) **52.225-4**, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at **52.225-3**.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.

(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) **52.225-6**, Trade Agreements Certificate. This provision applies to solicitations containing the clause at **52.225-5**.

(xxiii) **52.225-20**, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) **52.225-25**, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) **52.226-2**, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

__ (i) **52.204-17**, Ownership or Control of Offeror.
(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

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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 on SAM.

(End of provision)
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 on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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

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

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

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

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

(ii) For covered services—

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

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

(End of provision)

52.204-26 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 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)

K.7 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS, REPRESENTATION (NOV 2015)
(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

(c) Representation. The Offeror represents that.

(1) It □ is, □ is not an inverted domestic corporation; and
(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.8 52.209-5 Certification Regarding Responsibility Matters (AUG 2020)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) 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.
(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) Examples.

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has □ has not □, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.9. 52.209-13 Violation of Arms Control Treaties or Agreements-Certification. (FEB 2021)
(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

(1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

(2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned
or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has
(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

**K. 9  52.225-18 Place of Manufacture.**

As prescribed in 25.1101 (f), insert the following solicitation provision:

**PLACE OF MANUFACTURE (AUG 2018)**

(a) Definitions. As used in this provision—

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

1. FPSC 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.

(b) 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.

(End of provision)

K.10 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“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 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.

(b) Certification. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

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

(a) Definitions. As used in this provision—

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

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

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

(1) A citizen or resident of the United States;
(2) A domestic partnership;
(3) A domestic corporation;
(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
(5) Any trust if—

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

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

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

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

(1) It [___] is [___] is not a foreign person; and

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

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

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

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

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

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

(End of provision)

K.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](http://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)

K.13  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.
SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SUBMISSION OF OFFERS

L.1.1 Summary of Instructions. Each offer must consist of the following:

L.1.1.1. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and filled out Sections B and K.

L.1.1.2. Information demonstrating the offeror’s ability to perform, including:

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

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

(2) Evidence that the offeror 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 Qatar 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 the Janitorial Service to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
(b) Identify number of cleaners and supervisors will be assigned to perform the service under this contract.
(c) 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;
(d) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
(e) (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.

(7) Environmental Preferability Submission, describing how the offeror will ensure the use of environmentally friendly products and materials in the performance of the contract. The offeror shall list all chemical cleaning products and non-chemical products that will be used.

(8) DUNS & SAM registration.

- (9) Housing and Recruitment Plan as required Exhibit D – CONTRACTOR FURNISHED HOUSING FOR WORKERS & RECRUITMENT PLAN FOR NON-PROFESSIONAL WORKERS.

Submit the complete offer to the address shown at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33.

The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

L.1.2 Proprietary Data

Offeror shall specifically identify by page(s), paragraph(s) and sentence(s), and shall not generalize.

L.2 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.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

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L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (SEP 2006)
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer, U.S Embassy Doha – Qatar.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 PRE-PROPOSAL CONFERENCE

A pre-proposal conference to discuss the requirements of this solicitation will be held on December 15, 2021, at 10:30 a.m. at U.S Embassy. Offerors are urged to submit written questions using the address provided in block 9 (DohaProcurement@state.gov) of Standard Form 33, Solicitation, Offeror and Award, of this solicitation. Attendees should bring written questions to the proposal conference. As time permits and after the Contracting Officer discusses the solicitation and written questions are answered, oral questions will be taken.

L.5 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party that includes:

- Income (profit-loss) Statement that shows profitability for the past (2) years;
- Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and
- Cash Flow Statement that shows the firm’s sources and uses of cash during the most recent accounting period. This will help the Government assess a firm’s ability to pay its obligations.

The Government will use this information to determine the offeror’s financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

L.6 SITE VISIT

In accordance with FAR provision 52.237-1, Site Visit, the post will arrange for site visits on December 15, 2021, at 09:00 a.m. at U.S Embassy. Offerors should send their Qatari ID, and the name of the company to (DohaProcurement@state.gov) on or before (December 12, 2021) to make appropriate arrangements and be able to obtain the Security access.

Please take note that attendance is limited to 2 people only per contractor.
As prescribed in 606.570, insert the following provision:

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

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

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

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Anthony Kleiber, at 974-4496-6794. 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 M
EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, offerors must prepare proposals in accordance with Section L. Proposals must meet all the requirements set forth in the other sections of this solicitation. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

M.1.2 Basis for Award.

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

a) Initial Evaluation

The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as required by Section L. The Government may eliminate proposals that are missing required information.

b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of L.1.1(2), including a review of the offeror's proposed project manager to ensure that s/he is is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in L.1.1.2.3. to verify quality of past performance.

c) Price

The Government will evaluate price for all technically acceptable offerors and determine the lowest overall price in accordance with Section B.

d) Responsibility

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

(1) Adequate financial resources or the ability to obtain them;
(2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
(3) Satisfactory record of integrity and business ethics;
(4) Necessary organization, experience, and skills or the ability to obtain them;
(5) Necessary equipment and facilities or the ability to obtain them; and
(6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The Government will notify unsuccessful offerors as required by FAR 15.503.

M.1.3 Award Selection

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

M.3 PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the estimated quantities shown in Section B of this solicitation. The Government will add the prices for standard services, temporary additional services, and materials/equipment to obtain a total price evaluation.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.5. AWARD WITHOUT DISCUSSIONS

As stated in FAR provision 52.215-1, (included in Section L of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, following FAR 15.306(a)(3).