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| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30* | | | | | | | | | | | | | | | | | | | | | 1. REQUISITION NUMBER  P[R10580068](http://ilmsariba.state.sbu/Buyer/Main/aw?awh=r&awssk=Z_E.&dard=1) | | | | PAGE 3 OF 40 | | | | | | | | |
| 2. CONTRACT NO. | | | | | | 3. AWARD/EFFECTIVE  DATE | | | | | | | 4. ORDER NUMBER | | | | | | | | 5. SOLICITATION NUMBER  19NP4022Q0006 | | | | 6. SOLICITATION ISSUE DATE  4/1/2022 | | | | | | | | |
| **7. FOR SOLICITATION**  **INFORMATION CALL** | | | | | | a. NAME  Vidya Acharya | | | | | | | | | | | | | | | b. TELEPHONE NUMBER(No collect calls)  014234309 | | | | 8. OFFER DUE DATE/ LOCAL  4/10/2022, 1700 hrs local time | | | | | | | | |
| 9. ISSUED BY CODE | | | | | | | | | | |  | | | 10. THIS ACQUISITION IS | | | | | | | | | | | | | | | |  | | | |
| General Services Office  American Embassy Kathmandu  Bramha Cottage, Narayan Gopal Sadak,  Maharajgunj, Kathmandu | | | | | | | | | | |  | | | X UNRESTRICTED  SET ASIDE: % FOR  SMALL BUSINESS  EMERGING SMALL BUSINESS | | | | | | | | | | | | | | | |  | | | |
|  | | | | | | | | | | |  | | | HUBZONE SMALL BUSINESS SMALL BUSINESS | | | | | | | | | | | | | | | |  | | | |
|  | | | | | | | | | | |  | | | SERVICE-DISABLED VETERAN OWNED  8(A) | | | | | | | | | | | | | | | |  | | | |
|  | | | | | | | | | | |  | | | NAICS:  SIZE STD: | | | | | | | | | | | | | | | |  | | | |
| 11. DELIVERY FOR FOB | | | | | | | | | | | 12. DISCOUNT TERMS | | | 13a. THIS CONTRACT IS A RATED ORDER  UNDER DPAS (15 CFR 700) | | | | | | | | | | | | | | | | |
| DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE | | | | | | | | | | |  | | | 13b. RATING | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | |  | | | 14. METHOD OF SOLICITATION  RFQ  IFB RFP | | | | | | | | | | | | | | | | |
| 15. DELIVER TO: | | | | | | |  | Code | |  | | | | 16. Administered by: | | | | | | | | | | | | | | | | |  | | | |
| Vidya Acharya  US Embassy  Attn: General Services Officer  Maharajgunj, Kathmandu  ktmcontracts@state.gov  Tel # 01 4234309 | | | | | | |  |  | |  | | | | General Services Officer  American Embassy Kathmandu  Bramha Cottage, Narayan Gopal Sadak,  Maharajgunj, Kathmandu | | | | | | | | | | | | | | | | |  | | | |
| 17.a. CONTRACTOR/OFFEROR CODE FACILITY CODE | | | | | | | | | | | | | | 18a. PAYMENT WILL BE MADE BY  Financial Management Officer  American Embassy Kathmandu  Bramha Cottage, Narayan Gopal Sadak,  Maharajgunj, Kathmandu | | | | | | | | | | | | | | | | | | | |
| 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | | | | | | | | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM | | | | | | | | | | | | | | | | | | | |
| 19.  ITEM NO. | | | | 20.  SCHEDULE OF SUPPLIES/SERVICES | | | | | | | | | | | | | | | 21.  QUANTITY | | | 22.  UNIT | 23.  UNIT PRICE | | | | 24.  AMOUNT | | | | | | |
| 1. | | | | Preventive maintenance service of waste water treatment system 2 Nos. (Chancery & Phora) | | | | | | | | | | | | | | | 12 | | | month |  | | | |  | | | | | | |
|  | | | | (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | | | | | | | | | | |  | | |  |  | | | |  | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | | | | | | | | | | | | | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | | | | | | | | | |
| x 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA X  ARE  ARE NOT ATTACHED.  X 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  X ARE  ARE NOT ATTACHED. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| X 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_2\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | | | | | | | | | | | | | | | | | 29. AWARD OF CONTRACT: REF. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFER DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | | | | | | | | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | | | | | | | | | | | | | 31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)* | | | | | | | | | | | | | | | | | |
| 30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)* | | | | | | | | | | | 30c. DATE SIGNED | | | | | 31b. NAME OF CONTRACTING OFFICER (Type or Print)  Nicholas Psyhos | | | | | | | | | | | | 31c. DATE SIGNED | | | | | |
| 19.  ITEM NO. | | | | 20.  SCHEDULE OF SUPPLIES/SERVICES | | | | | | | | | | | | | | 21.  QUANTITY | | | | 22.  UNIT | 23.  UNIT PRICE | | | 24.  AMOUNT | | | | | | |
| 2  3  4 | | | | Sewage lift station cleaning 2 Nos.(Chancery & Phora)  Operator testing, technical analysis, report 2 Nos (Chancery & Phora)  3-day Site Visits, Annual review, inspection & report 2 Nos (Chancery & Phora) | | | | | | | | | | | | | | 2  12  1 | | | | Semi annually  month  year |  | | |  | | | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT  REPRESENTATIVE | | | | | | | | | | | | 32c. DATE | | | | | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT  REPRESENTATIVE | | | | | | | | | | | | | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | | | | | | | | | | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE  32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | | | | | | | | | |
| 33. SHIP NUMBER | | | | | 34. VOUCHER NUMBER | | | | 35. AMOUNT VERIFIED  CORRECT FOR | | | | | | | | 36. PAYMENT | | | | | | | | | | | | 37. CHECK NUMBER | | |
|  | PARTIAL |  | FINAL | |  | | | |  | | | | | | | | COMPLETE  PARTIAL  FINAL | | | | | | | | | | | |  | | |
| 38. S/R ACCOUNT NO. | | | | | 39. S/R VOUCHER NO. | | | | 40. PAID BY | | | | | | | | | | | | | | | | | | | | | | |
| 41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | | | | | | | | | | | | | 42a. RECEIVED BY (PRINT) | | | | | | | | | | | | | | | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | | | | | | 41C. DATE | | | | | |  | | | | | | | | | | | | | | | | |
|  | | | | | | | | |  | | | | | | 42b. RECEIVED AT (Location) | | | | | | | | | | | | | | | | |
|  | | | | | | | | |  | | | | | |  | | | | | | | | | | | | | | | | |
|  | | | | | | | | |  | | | | | | 42c. DATE REC’D (YY/MM/DD) | | | | | | | | | 42d. TOTAL CONTAINERS | | | | | | | |
|  | | | | | | | | |  | | | | | |  | | | | | | | | |  | | | | | | | |

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449

RFQ NUMBER 19NP4022Q0006

PRICES, BLOCK 23

DESCRIPTION

The United States Department of State (DOS) requires services at the unclassified clearance level, to provide maintenance services for the sanitary sewer collection system and the wastewater treatment system at the ­­­­­­­­ Chancery & Phora Compound, U.S. Embassy, Kathmandu, Nepal in accordance with this contract

# PERFORMANCE WORK STATEMENT

The purpose of this firm fixed price purchase order is to provide for requires services at the unclassified clearance level, to provide maintenance services for the sanitary sewer collection system and the wastewater treatment system at the ­­­­­­­­ Chancery & Phora Compound, U.S. Embassy, Kathmandu, Nepal in accordance with Attachment A***.***

The contract will be for a one-year period from the date of the contract award

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

|  |  |  |
| --- | --- | --- |
| **Performance Objective** | **Scope of Work Paragraphs** | **Performance Threshold** |
| Services.  Performs all services at the unclassified clearance level, to provide maintenance services for the sanitary sewer collection system and the wastewater treatment system at the ­­­­­­­­ Chancery & Phora Compound, U.S. Embassy, Kathmandu, Nepal set forth in the scope of work. | Section 1 | All required services are performed and no more than one customer complaint is received per month. |

## II. PRICING

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this Contract/purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances (see FAR 52.228-4 and 52.228-5), overhead and profit.

III. **VALUE** ADDED TAX

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **#** | **Description** | **Qty** | **Unit** | **Rate** | **Amount (please mention currency)** |
| 1 | Preventive maintenance service of waste water treatment system 2 Nos. (Chancery & Phora) | 12 | month |  |  |
| 2 | Sewage lift station cleaning 2 Nos.(Chancery & Phora) | 2 | semi-annually |  |  |
| 3 | Operator testing, technical analysis, report 2 Nos (Chancery & Phora) | 12 | month |  |  |
| 4 | 3-day Site Visits, Annual review, inspection & report 2 Nos (Chancery & Phora) | 1 | year |  |  |
| Total amount | | | | |  |
| Vat 13% | | | | |  |
| Gross Amount | | | | |  |

Please also provide rate for repair option and emergency service rate valid for one year,

Repair option. Repairs are NOT included under this agreement and are to be done outside this contract. However, we would like to have current labor rates in the event that there is an issue discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. Any necessary repairs or parts will be submitted for approval and then billed against a separate purchase order (PO). The Contractor is not approved to do any additional work without approval.

|  |  |  |
| --- | --- | --- |
| S.No | Description | Rate per hour (please mention currency) |
| 1 | Repair labor rates: |  |

Emergency Service Option. Emergency Service is NOT included under this agreement and will be billed outside this contract. However, we would like to have the rates in the event of an emergency. Emergency Service, with a four-hour response time, must be available 24-hours per day, 365 days a year. Submit cost for Emergency Services below. **Please indicate how the emergency service will be billed (hourly, travel cost etc.).**

|  |  |  |
| --- | --- | --- |
| S.No | Description | Rate (please mention currency) |
| 1 | Emergency service rates per hour |  |
| 2 | Travel cost |  |

CONTINUATION TO SF-1449,

RFQ NUMBER 19NP4022Q0006

SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

# INTRODUCTION

1.1The United States Department of State (DOS) requires services at the unclassified clearance level, to provide to provide maintenance services for the sanitary sewer collection system and the wastewater treatment system at the ­­­­­­­­ Chancery & Phora Compound, U.S. Embassy, Kathmandu, Nepal in accordance with this contract.

1.2 The wastewater treatment and collection systems to be maintained are as follows:

* Sanitary Sewer Collection System
* Wastewater Treatment Plant

1.3 The Overseas Buildings Operations (OBO) has a requirement to obtain wastewater treatment plant maintenance services to execute this work, including logistics, customs, shipping, transportation, labor, wastewater treatment chemicals, tools, wastewater treatment testing kits/equipment, administrative and all associated management support functions. The wastewater treatment service contract includes but is not limited to combinations of physical methods, chemical methods, equipment servicing and testing to control wastewater-related issues such as flow control, blower maintenance & operation, air diffuser operation and adjustment, activated sludge aeration (Dissolved Oxygen), clarifier cleaning and operation, weir cleaning and adjustment, air-lift pumps operation and adjustment, filtration cleaning and operation (if applicable), disinfection control, effluent testing and adjustment. All work shall comply with the requirements described in the following, as a minimum:

* AWWA Standards (American Water Works Association)
* ANSI Standards
* SDS Regulations
* ASTM D NFPA Codes UL Standards IEEE Standards
* NEMA Standards
* OSHA Standards
* And all applicable manufacturer O&M and installation instructions/requirements.

# OBJECTIVES

2.1 The purpose of this scope of work is to define the requirements for the preventive maintenance of the wastewater collection and treatment systems located at the US Embassy Compound. All work shall be executed in accordance with this SOW, approved wastewater treatment plant practices and shall be compliant with all applicable local and federal safety, equipment and building codes and standards. The intent of this service contract is as follows:

Sanitary Sewer Collection System: to optimize the performance of the collection system and reduce (or eliminate) the frequency of overflows, basement back-ups, sewer pipe failures, lift station failures and peak flows.

Wastewater Treatment Plant: to adjust the wastewater treatment plant based on plant operating parameters, descale and adjust plant operations, prevent/monitor/ plant corrosion, verify local operating procedures within the manufacture’s guidelines, and familiarize operators on wastewater treatment plant operations and regulations.

# TYPE OF CONTRACT

This is a firm fixed price contract. Prices for all Contract Line-Item Numbers (CLIN) shall include proper disposal of toxic substances where applicable. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The contract price will not be adjusted due to fluctuations in currency exchange rates.

# PERIOD OF PERFORMANCE

The contract will be for a period of one-year and will be expected to commence no later than June 2022.

# PRICING

The rates below include all costs associated with providing preventive maintenance services in accordance with the attached scope of work, and the manufacturer’s warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and GST (if applicable).

# NOTICE TO PROCEED

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

# GENERAL REQUIREMENTS

7.1 This statement of work (SOW) describes the preventive maintenance and testing services and deliverables to be performed by the contractor at the Chancery & Phora Compound, U.S. Embassy Kathmandu, Nepal.

7.2 The assigned Contracting Officer and Contracting Officer's Representative are the sole points of contact for all technical and contractual discussions or issues regarding the scope of work and its intent and execution. The contractor shall take no direction verbal or otherwise from personnel other than the Contracting Officer or Contract Officer's Representative.

7.3 This Statement of Work requires the Contractor to provide site assessment and survey services, project management, professional wastewater treatment services, wastewater treatment logistics and material procurement services, preventive maintenance and testing services, cost estimating and scheduling services, and general support services for this wastewater treatment maintenance contract.

7.4 The contractor’s proposed and U. S. Government (USG) accepted maintenance contract cost proposal and maintenance schedule, including completion dates shall be incorporated into the task order. Additionally, the task order shall be a firm fixed price task order.

7.5 This statement of work and applicable deliverables and documents as developed by the contractor and accepted by the USG shall serve as the basis for describing and delineating the scope of the required services and work limits for service contract to be furnished and executed by the contractor.

7.6 All deliverables, documents, proposals, etc. submitted by the contractor under this statement of work shall remain the property of the USG. All USG documents and data provided to the contractor shall remain the property of the USG. The contractor shall limit duplication and dissemination of all USG documents and contractor developed documents under this statement of work to/within the contractor’s execution team. Duplication or distribution of project documents outside the contractor’s team is strictly prohibited without the express written approval and authorization of the Contracting Officer. Upon completion of each service visit all documents, electronic media, photos, etc. shall be submitted to the USG, including all documents and data that the USG provided to the contractor. All service contract documents and media shall be submitted to the USG along with the contractor’s service report.

7.7 The Contractor shall schedule, coordinate and arrange all work so as to cause the least interference with the normal occurrence of post operations. In those cases where some interference is unavoidable, the Contractor shall make every effort to minimize the impact of the interference and its effects on the occupants or users. All detailed work schedules required by this statement of work shall be electronically documented and updated and made available to the Contracting Officer's Representative (COR) upon request, oral or written. If the COR determines that the Contractor’s schedule conflicts with critical post operations, the Contractor shall modify the schedule as required.

7.8 The contractor shall ensure that all Embassy/Post facilities, equipment and systems recommended for and maintained or installed by the contractor are done so with the highest quality and cost-effective materials, finishes, fixtures, equipment and system that provide for sustained operational reliability, dependability and durability. The contractor shall assure that any equipment/wastewater treatment chemicals furnished and installed are maintainable and equipment/parts can be readily replaced with locally available supplies and services, as practical taking into consideration local economy and resources. The contractor shall utilize reliability-centered maintenance (RCM) principles and methodologies during and for all project activities and tasks. Uniformity of parts and components shall be taken into consideration to maximize part interchangeability with other existing Post systems. Except as otherwise directed by the contracting officer all parts, materials, components, equipment, systems, etc. furnished by the contractor shall be new – not used or manufactured by third party entities. Except as otherwise directed by the contracting officer, all replacement or warranty parts shall be new and equal to or better than manufacturer recommended replacements.

7.9 After review of the USG Statement of Work and provided technical data by the contractor, any discrepancies, errors, conflicts, etc. that are discovered by the contractor, the contractor shall forward those items to the CO via written correspondence. Submittal of this written correspondence shall be completed, within 3 days upon receipt of the US Government Statement of Work.

7.9.1 The contractor shall provide 3 customer references of similar scope of work and its US dollar value.

7.9.2 The Contractor will not use any method or substances that may cause damage to the equipment or systems. Any damage or loss through negligence and/or maintenance practices by the Contractor, sub-contractor, or Contractor's staff shall be the whole responsibility of the Contractor. The U.S. Embassy, Kathmandu, Nepal will require the Contractor to repair/replace any damaged systems or pay for the cost of rectification.

7.9.3 The Contractor must, for the duration of the contracted Services, continue to maintain a quality control process that has been agreed to by the U.S. Embassy, Kathmandu, Nepal COR and the Contractor.

7.9.4 The Contractor shall provide the technician’s resume and training documentations within twenty (20) calendar days of the notice to proceed.

7.10 No work on any portion of the collection system or the wastewater treatment plant shall be permitted on the last regular workday of the week. All work under this contract must be scheduled to assure that the day following the work is a normal working day for the US Embassy. Further, the contractor must certify availability to return immediately to the US Embassy compound to correct any operating issues that may arise following contractor work.

# 8. CONTRACTING OFFICER REPRESENTIVE and POST CONTROL OFFICER

8.1 All technical questions concerning the scope and requirements of the U.S. Embassy, Kathmandu, Nepal wastewater treatment service contract shall be directed to the Contracting Officer’s Representative (COR):

COR

Ravi Chettri-Water Treatment Technician

[ChettriR@state.gov](mailto:ChettriR@state.gov)

8.2 The Post Control Officer (PCO) will be the contractor’s point of contact at the U.S. Embassy, Kathmandu, Nepal. All questions concerning coordination of wastewater treatment service activities while at post shall be directed to the Post Control Officer, with weekly reporting to the COR:

PCO

Facility Manager-Post Control Officer (PCO)

# PERFORMANCE CRITERIA

9.1 Performance Objective

The objective of this Agreement is to provide, within the Term of this Contract, a professional level of service, which provides:

* US Embassy satisfaction in respect to the maintenance of wastewater collection and treatment system; prompt reaction to any change in arrangements or operational requirements of the US Embassy.
* compliance with the statutory and regulatory provisions of the laws of the jurisdiction.
* best in class practices within the industry.
* risk reduction for the US Embassy.
* preservation of asset value; and
* reduction in operating costs.

The Contractor agrees that its performance under the Contract shall be measured against

performance criteria specified in this document or otherwise agreed at the time of commencement.

9.2 Performance Benchmarks

The Contractor must for the duration of the contracted Services continue to maintain a

quality control process, which has been agreed by the US Embassy and the Contractor.

The Contractor must allow the US Embassy access to the quality control system as well as the relevant quality systems of its subcontractors to enable monitoring and quality auditing of the maintenance service.

The US Embassy may reject any aspect of the Services that fails to comply with the requirements of the Contract, or its quality system, at any time.

9.3 Performance Monitoring and Reporting

The Contractor shall monitor its own performance against the criteria and benchmarks

identified in this document and shall provide reports when reasonably required by the US Embassy.

# 10. WASTEWATER TREATMENT AND COLLECTION SYSTEM SPECIFICATIONS

10.1 All equipment, chemicals, and testing procedures and kits shall be approved by the COR prior to use in the service contract.

10.2 The contractor will be responsible for submitting the manufacture specifications; MSDS sheets and equipment cut sheets for all equipment, chemicals (including chemical composition), and testing procedures in English language.

10.3 The Contractor shall test the wastewater treatment system for proper operating conditions through field-testing and shall adjust the plant to bring it into compliance with the required operating parameters as specified in Exhibit A Statement of Work

10.4 The Contractor will be responsible for the sewer collection system cleaning, inspection and maintenance as specified in Exhibit A Statement of Work.

# 11. SAFETY HEALTH AND ENVIROMENTAL MANAGEMENT (SHEM)

11.1 The Contractor shall take all reasonable and proper safety precautions to prevent death or injury to any person or damage to any property at the US Embassy Kathmandu, Nepal Compound and in particular all equipment used by the Contractor shall be used in such a manner and maintained so as to minimize the danger of accident, death, injury, loss or damage arising from the use of such equipment. In addition to relevant statutory requirements, standards and other provisions of this Contract, the Contractor shall have the following requirements:

11.1.1 The Contractor’s personnel shall be knowledgeable with and adhere to all relevant occupational health and safety rules, regulations, standards, and SDS sheets.

# 

# 11.1.2 All electrical equipment and associated materials for the Services Contract comply with UL requirements.

# 11.1.3 Follow all NFPA guidelines against fire, production of smoke or the venting of any noxious substances

# 11.1.4 Ensure that the Contractor’s personnel comply with all safety procedures and requirements

# 11.1.5 Ensure that the Contractor’s personnel are adequately trained and instructed in the safe and correct usage, handling and operation of materials and equipment relevant to the Services and provide reasonable proof of such to the US Embassy Facility Management staff, on request.

# 11.1.6 Ensure the Contractor’s personnel are certified as having completed occupational health and safety training and have been issued all the necessary Personal Protection Equipment (PPE) required for safe implementation of this contract;

# 11.1.7 Training program(s) shall be presented and must satisfy the US Embassy Facility Management staff during the submittal process.

**11.2 Safety**

* 1. Detail **Safety Plan and Working Methodology** must be submitted by the contractor after contract is awarded. POSHO will review and approve contractor’s **Safety Plan and Working Methodology**. Safety Plan must include:
     1. Work Methodology of the project
     2. List of materials/equipment/tools to be used for the project
     3. List of PPE
     4. Specific Safety Plan
     5. AHA
  2. The Contractor shall prepare and include an Activity Hazard Analyses (AHA) in the Safety Plan, for high hazard work prior to the start of work. POSHO will review and approve contractor’s Safety Plan including AHA. Work will not start unless Safety Plan with AHA are approved by FM/POSHO. Minimum AHA are required for:
     1. Electrical safety work by de-energizing the Waste Water Tank (Lock-out/Tag-out)
  3. The Contractor shall refer to the: ***U.S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1*** (<http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf> ) and ***Occupational Safety and Health Administration (OSHA)*** online at [www.osha.gov](http://www.osha.gov) as the source of minimum standards for the safety and health program at post construction and service projects respectively.
  4. More information on writing an AHA can be found in these sites:
     1. AHA guide: <https://www.safetyworksmaine.gov/safe_workplace/safety_management/hazard_analysis.html>
     2. Berkeley educational website:<https://ehs.berkeley.edu/job-safety-analysis-jsas-listed-topic>
  5. The Contractor shall be responsible for conducting the work in a manner that ensures the safety of employees and visitors at the US Embassy, and the Contractor’s employees.
  6. The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with this project.
  7. Contractor shall be responsible for any mishaps, injuries or accidents which occur during the project.
  8. Any mishaps and near misses involving contractor’s employees must be reported to the COR and FM/POSHO or A-POSHO within 8 hours.
  9. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards. At a minimum PPE shall consist of safety glasses and/or goggles for eye protection, hard hats for head protection, and closed toe shoes. Closed shoes with steel toe are mandatory for employees using power actuated tools like jack hammer, pick for excavation, axe for cutting trees, and for work that requires lifting heavy materials. Sandals or athletic shoes are not acceptable. PPE such as gloves, dust masks, ear buds, and face shield are recommended. These items must be provided at the Contractor’s expense. All contractor personnel shall wear hard hats, safety glasses, ear-plugs, gloves, close-toes shoes and any other Personal Protection Equipment deemed necessary by the COR and Facility Manager/POSHO or A-POSHO.
  10. Workers may use discretion if they feel unsafe in using the equipment in a hostile environment.
  11. Any worker at an elevated location above 1.8 meters (6 feet), with the exception of a portable ladder, must be provided and utilize a safety harness with lanyard. These items must be in good condition and free from cuts and damages.
  12. Scaffoldings should be provided by Contractors for working at heights. Fall harness should also be provided.
  13. Welders must have proper PPE: welding goggles/mask, leather gloves, apron or welding jacket that is fire rated. Dedicated fire extinguisher should be on the vicinity of work site. Fire curtain should be used not to expose welding sparks to others. Welding Blanket should be used to protect adjacent combustible materials on the job site that cannot be relocated. Contractor must submit Hot Work Permit (attached) before starting the hot work.
  14. Contractor must use external Air-Blower machine with flexible duct to remove fumes produced during Hot Work in the work area.
  15. All electrical equipment such as drilling machine, welding machine, portable grinder, power strips and electrical extension cords must be in good working condition, properly grounded and be free from any cuts/defects on the insulation cover. Three pin plugs should be used instead of live wire while plugging on the power outlets.
  16. Use wooden or fiber ladders instead of metal ladders while working on electricity.
  17. Contractor shall keep the site clean and organized on daily basis.
  18. The COR or GTM reserves the right to stop the work if any unsafe contractor conditions are observed or encountered. The Embassy Escort may temporarily stop work for any unsafe action.
  19. Contractor employee should attend mandatory safety briefing and training provided by the US Embassy Safety team before starting the project.
  20. The Contactor must have a competent person on-site for inspection of equipment, training workers in the safe use of equipment and the recognition of hazards related to their use, supervision, and identifying and correcting unsafe work practices for high hazard work.
  21. Job site should be barricade with “Caution tape”.

# 12. MAINTENANCE SPECIFICATION DETAILS

12.1 Precedence of Specifications. If and to the extent that there is an inconsistency between this maintenance specification and any Manufacture’s maintenance specification, the Manufacture’s maintenance specification shall prevail.

12.2 Hours of Work. The Contractor shall schedule all preventive maintenance during normal working hour which are defined as 08:00-17:00, inclusive of periodic maintenance that may be required on Saturdays, with the exception of any regular or special public holidays on which the US Embassy Compound is not open, or as agreed with the US Embassy prior to commencement of the contract.

# 13. SCOPE OF WORK

13.1 The Contractor shall provide both the required maintenance parts and necessary products and services to perform the required system maintenance and report the results. The wastewater collection and treatment system service contract shall clean and preserve the collection system, wastewater treatment plant, and plant discharge effluent conveyance system. The contract shall also establish a cost-effective wastewater treatment program to meet all effluent discharge goals with cost-effective, safe, and environmentally acceptable processes.

13.2 The sanitary sewer collection and wastewater treatment maintenance contractor shall provide a “support service wastewater collection and treatment” contract. The support service wastewater treatment contract shall involve joint responsibilities between the US Embassy Facility Management staff and the wastewater system collection and treatment Contractor.

13.3 The Service program shall consist of the US Embassy Facility Management staff conducting routine (daily/weekly) operator testing of the wastewater collection and treatment systems and monthly e-mailing the results to the wastewater treatment contractor, with copy to OBO/FAC (water\_testing\_group@state.gov). The contractor will then be responsible for conducting a technical analysis of the routine wastewater treatment testing results from the embassy. The contractor will then respond to the embassy within 24 hours to direct the embassy facility management staff to make any changes to the collection system and/or treatment plant operations to reestablish effective and efficient wastewater treatment to meet discharge standards.

13.4 The Contractor shall visit the US Embassy annually for 3-day consecutive intervals (agreed to between the COR, Facility Manager, and the Contractor). The contractor shall be responsible for all logistics including but not limited to transportation and hotel reservations for their staff.

13.5 The Contractor shall provide documented chemicals that have a storage life expectance of at least 1 year.

13.6 The Contractor shall determine the dosage levels of chemicals and stay within the operating parameters specified under Exhibit A Statement of Work.

13.8 The Contractor shall provide 8 hours of instruction annually in English to familiarize operators in necessary water treatment tests, the control ranges for each treatment chemical, safe handling of equipment and chemicals, and new water treatment procedures/technologies.

13.9 During each site visit to the plant, the Contractor shall review the plant operator daily operating logs to verify safe and effective operation of the plant. The Contractor will highlight all areas where plant-operating conditions are outside of acceptable operating range, and shall provide instruction on how to correct the deficiency.

13.10 The Contractor shall review the routine wastewater treatment testing results from the US Embassy monthly and respond to the facility management staff at the US Embassy within 24 hours if changes to the collection system and/or treatment plant operations are recommended to reestablish effective and efficient wastewater treatment to meet discharge standards. This contract shall also discuss the wastewater treatment plant conditions and the water quality of the effluent with the COR, Facility Manager and operating engineers and follow up with a written service report within ten (10) business days after each visit. The report shall be in English and contain the results of wastewater treatment contractor’s on-site tests, comments on the status of each system, and specific recommendations for action if necessary.

13.11 The Contractor shall perform the required services as described in Exhibit A – Wastewater Collection and Treatment System.

# 14. ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

14.1 The Contractor shall designate a representative who shall supervise the Contractor’s technicians and be the Contractor's liaison with the US Embassy Facility Management staff. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the systems dedicated rooms with or without security escorts, only with specific permission by the Facility Manager, Contracting Officer, or the COR.

14.2 Personnel Security: The US Embassy reserves the right to deny access to U.S owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel, who shall be used on this contract prior to their utilization on this contract.

14.3 Standards of Conduct.

14.3.1 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 necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The US Embassy 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.

14.3.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

14.3.3 Neglect of Duties. Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

14.3.4 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 which produce similar effects.

**EXHIBIT A**

**Statement of Work**

**Wastewater Collection and Treatment System**

I. GENERAL INFORMATION:

The United States Embassy in Kathmandu, Nepal requires professional services and contractor cost proposals to perform preventive maintenance services of the facility’s Wastewater Collection and Treatment System.

II. PROJECT REQUIREMENTS:

*Sanitary Sewage Manholes*

Quantity:3

Storm Sewer Manholes

Quantity: 2

*Oil/water Separators*

Quantity: 1

*Lift Stations*

Quantity:1

Pumps:

manufacturer/model: Goulds

electrical (HP, voltage, Hz, phase):1,380,50,3

2. The wastewater treatment package plant information is as follows

Wastewater Treatment Package Plant:

Manufacturer: Pollution Control System, Model No. PP-10-ESC

The plant’s rated capacity is 10,250 gallons per day domestic sewage

DESCRIPTION OF EQUIPMENT:

Attachment 1 provides a detailed equipment list of the items to be maintained.

III. GENERAL REQUIREMENTS:

The Contractor SOW shall provide all labor, tools, and materials required to carry out all preventive maintenance as outlined in this SOW. US Embassy staff may have service manuals for all equipment included in this SOW. If they do not, the Contractor shall assist Embassy Staff in obtaining the manuals.

IV. SCOPE OF WORK - PREVENTIVE MAINTENANCE

Contractor shall provide all materials, supervision, labor, tools and equipment to perform preventive maintenance. All personnel working in the vicinity shall wear and /or use appropriate safety protection while all work is performed. Any questions or injuries **shall** be brought to the attention of the Post Occupation Safety and Health Officer (POSHO) immediately. Safety Data Sheets (SDS) shall be provided by the Contractor for all HAZMAT materials. Copies shall be submitted to the COR for approval.

Wastewater Collection and Treatment Plant Preventive Maintenance:

* + 1. MAINTENANCE DESCRIPTION:

The maintenance tasks and procedures provided below describe the checks, tests, analysis and tasks required to perform annual, semi-annual and quarterly preventive maintenance for the wastewater collection system and treatment plant.

* + 1. SAFETY & SPECIAL INSTRUCTIONS:
       1. Follow procedures in the O&M Manuals for specific equipment.
       2. Follow site safety procedures and your supervisor’s instructions.
       3. Record and report any equipment damage or deficiencies.
       4. Record maintenance information.
       5. Maintenance personnel shall be trained on the health hazards of working near sewage plant operations.
       6. Maintenance personnel shall be trained certified, have appropriate equipment and safety plans before and Post approval prior to confined space entry.
       7. Follow the manufacturer’s instructions.
       8. Wear proper protective equipment.
       9. DO NOT ENTER THE SEPTIC TANK. Hazards exist in a septic system. All precautions must be followed when inspecting the system. Keep tank openings covered at all times. Only authorized service personnel should service a septic system. Lethal gases, high voltage electricity, and other deadly hazards associated with the system. Only qualified service staff should open access ports and/or covers. Infectious organisms exist in a septic tank. If any contact with wastewater, immediately wash and disinfect all exposed areas and contact personal physician. Failure to do so could result in severe sickness or death. DO NOT use flame or spark near a septic tank access points. Gases emanating from septic tanks can explode if ignited or deadly if inhaled.
    2. MAINTENANCE PROCEDURES:

Listed below are preventive maintenance procedures of a typical wastewater collection system and package treatment plant. The PM frequencies should be evaluated by the Post and adjusted based on local conditions and manufacturer’s recommendations.

**Wastewater Collection System**

Sewage Lift Station

Annually:

1. Inspect each lift station in the sanitary collection system and assure that all pumps are operational, that all pump control systems are operating correctly, that on-off floats and high-level alarm floats are operating correctly, and that pump lead-lag controls are operating correctly.
2. Check lift station lighting, power and ventilation systems for proper operation.
3. Check for leaks on suction and discharge piping, seals, packing glands, etc., make minor adjustments as required.
4. Disconnect the lift station pumps discharge pipe from the inlet bar screen of equalization tank, and then connect it to the existing by-pass system.
5. Drain the wastewater from all the tanks.
6. Remove all the sludge and deposits from the tanks.
7. Wire brush, clean and power wash the lift station.
8. Remove the pumps, check and clean.
9. Check the air diffuser and clean.
10. Paint all rusted metal.
11. Connect the lift station pumps discharge pipe back to the inlet bar screen.
12. Clean-up area and return to normal service.
13. Inspect electrical wiring for damage.
14. Check V-belts for proper tension and wear. Replace when necessary

Sewage Collection System

\*

Annually:

1. Storm Drain Manholes. Remove cover, remove mud and debris, examine interior, clean storm outfalls and sediment ponds, clean work area and remove all debris
2. Sanitary Sewage Manholes. Remove cover, observe flow through manhole, remove mud and debris, examine interior, thoroughly ventilate manhole if cleaning is required, clean work area and remove all debris.
3. Oil/Water Separators. Clean out separator, inspect for clogging, scale and improper positioned or missing baffles, and tighten loose parts as necessary, dispose of waste properly.

**Wastewater Treatment Plant**

Pretreatment (Bar Rack and Grit Drive)

Monthly:

1. Check with facilities and operation staff for deficiencies.
2. Inspect the bar rack for integrity and cleanliness. Clean Bar rack and properly dispose of solid wastes if necessary.
3. Check condition and clearance of cutting knives and inspect base seal.
4. Wire brush and lubricate directional flow valve stem.
5. Check for rust and corrosion, scape, wire brush and spot paint as necessary.
6. Check grit pump packing for leakage.
7. Inspect grit chamber
8. Sharpen /replace comminutor blades when cutting edge is worn
9. Fill out maintenance checklist and report deficiencies.

Equalization Tank

Quarterly:

1. Inspect the equalization tank and remove any accumulated solids from the bottom. Inspect the submersible transfer pumps in the equalization tank and assure that all pumps are operational, that all pump control systems are operating correctly, that on-off floats and high-level alarm floats are operating correctly, and that pump lead-lag controls are operating correctly.
2. Check level sensor for proper operation and level settings
3. Check pump valves for proper setting on flow to splitter box and feed–back
4. Clean any grease and floating solids from walls and water surface of equalization tank.
5. Measure the discharge rate from the equalization tank to the aeration tank. Adjust the return weir to assure the lowest transfer rate into the aeration tank possible within the limitations of the equalization tank volume and ability to equalize post maximum daily flow rates.
6. Fill out maintenance checklist and report deficiencies.

Aeration

Monthly:

1. Inspect the aeration tank for evidence of proper rolling of mixed liquor suspended solids (MLSS), fine bubble production from the air diffuser heads, and even diffusion along the length of the aeration tank.
2. Measure the dissolved oxygen in the aeration tank and adjust the blower run intervals accordingly to maintain an average of 1-2 mg/L DO.
3. Conduct a mixed liquor suspended solids (MLSS) settling test of one sample from the aeration basin and one from the effluent from the settling tank. Take readings at five, thirty, and sixty minutes.
4. Inspect the blowers for proper operation. Replace the air filters if dirty, but no less frequently than once every 6-months
5. Visually check aeration system for even air distribution, with no dead spots
6. Check oil level in mechanical aerator gear cases. Add or remove as necessary per manufacturer’s instructions.
7. Check oil level in blower gear cases. Add or remove as necessary per manufacturer’s instructions.
8. Check for air leaks around base and fitting of blower
9. Check bolts and tighten if necessary: foundation, etc.
10. Check the blower to make sure that drives are free of obstruction and all electrical connection are complete including thermal protection if applicable.
11. Check that effluent weir trough and weir is level and set to the correct elevation and adjust if necessary
12. Check blowers at a minimum speed and listen for unusual noises
13. Check the airlift pumps operate continuously and the total pumping rate should be approximately equal to the incoming raw sewage average flow rate
14. Inspect the sludge digester (also known as the holding tank) where applicable. Pump and clean the tank if settled sludge exceeds 75% of the depth of the tank. Check the airflow in the digester for proper operation.
15. Scrape walls and hoppers of settling tank
16. Fill out maintenance checklist and report deficiencies.

Semi-Annually:

1. Change blower / mechanical aerator

Clarification

Monthly:

1. Inspect the clarifier for cleanliness and clean if required. Inspect the overflow weir cleanliness and uniformity of overflow along the weir. Clean the weir with a brush if required.
2. Inspect the Return Activated Sludge (RAS) airlift pump for proper operation and flow.
3. Inspect the clarifier skimmer airlift pump for proper operation and flow. Clean and adjust the pump as required.
4. Clean clarifier drive and surrounding area.
5. Fill out maintenance checklist and report deficiencies

Annually:

1. Check unit for rust and corrosion; scape, wire brush and paint as required.
2. Drain and refill gearbox oil reservoir.

Annually:

1. Disassemble and clean the various components of the system, such as meters and floats.

Annually:

1. Inspect and clean valves and springs
2. All tanks, boxes and basins, should be drained, inspected for scale buildup, rust, corrosion, and cleaned as necessary. Any painted surfaces should be inspected for rust and corrosion, cleaned and re-painted if necessary

**Wastewater Testing and Operating Parameters**

Monthly:

**Dissolved Oxygen (DO) Goal: DO = 1.0 – 2.0 mg/L**

Turn blowers off, and wait 5 – 10 minutes.  Take sample from aeration basin and test immediately after sampling.  If over the course of several tests during the 2-day maintenance visit, the DO is consistently too low, increase the amount of time that blowers are running. If the DO is consistently too high, decrease the amount of time that blowers are running.  The wastewater treatment plant contractor will decrease/increase blower run times by small intervals not to exceed 15-minute increments.

**Chemical Oxygen Demand (COD) Goal = 50 mg/L**

The wastewater treatment plant contractor will sample the plant effluent for Chemical Oxygen Demand (COD). If the COD significantly exceeds the goal, the cleanliness of the plant and the effectiveness of the clarifier weirs will be checked and corrected by the contractor.

**Total Suspended Solids (TSS) Goal = 30 mg/L**

The wastewater treatment plant contractor will sample the plant effluent for Total Suspended Solids. If the TSS readings consistently exceed the goal, the contractor will increase the frequency of scraping the clarifier and scrubbing the overflow weirs. The contractor will check for proper operation of the clarifier skimmer.

Attachment 1: Equipment List



SECTION 2 - CONTRACT CLAUSES

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

#### 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services. (JAN 2022)

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

           (1) [52.203-19](https://www.acquisition.gov/far/part-52#FAR_52_203_19), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

           (2) [52.204-23](https://www.acquisition.gov/far/part-52#FAR_52_204_23), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

           (3) [52.204-25](https://www.acquisition.gov/far/part-52#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

           (4) [52.209-10](https://www.acquisition.gov/far/part-52#FAR_52_209_10), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

           (5) [52.233-3](https://www.acquisition.gov/far/part-52#FAR_52_233_3), Protest After Award (Aug 1996) ([31 U.S.C. 3553](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

           (6) [52.233-4](https://www.acquisition.gov/far/part-52#FAR_52_233_4), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3))).

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

            \_\_ (1) [52.203-6](https://www.acquisition.gov/far/part-52#FAR_52_203_6), Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) ([41 U.S.C. 4704](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [10 U.S.C. 2402](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (2) [52.203-13](https://www.acquisition.gov/far/part-52#FAR_52_203_13), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3))).

            \_\_ (3) [52.203-15](https://www.acquisition.gov/far/part-52#FAR_52_203_15), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

            \_\_ (4) [52.204-10](https://www.acquisition.gov/far/part-52#FAR_52_204_10), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section6101&num=0&edition=prelim)).

            \_\_ (5) [Reserved].

            \_\_ (6) [52.204-14](https://www.acquisition.gov/far/part-52#FAR_52_204_14), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

            \_\_ (7) [52.204-15](https://www.acquisition.gov/far/part-52#FAR_52_204_15), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

            \_\_ (8) [52.209-6](https://www.acquisition.gov/far/part-52#FAR_52_209_6), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) ([31 U.S.C. 6101 note](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section6101&num=0&edition=prelim)).

            \_\_ (9) [52.209-9](https://www.acquisition.gov/far/part-52#FAR_52_209_9), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-section2313&num=0&edition=prelim)).

            \_X\_  (10) [Reserved].

          \_\_ (11) [52.219-3](https://www.acquisition.gov/far/part-52#FAR_52_219_3), Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021 2020) ([15 U.S.C. 657a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section637a&num=0&edition=prelim)).

           \_\_ (12) [52.219-4](https://www.acquisition.gov/far/part-52#FAR_52_219_4), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

               (13) [Reserved]

          \_\_ (14)

(i) [52.219-6](https://www.acquisition.gov/far/part-52#FAR_52_219_6), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Mar 2020) of [52.219-6](https://www.acquisition.gov/far/part-52#FAR_52_219_6).

          \_\_ (15)

(i) [52.219-7](https://www.acquisition.gov/far/part-52#FAR_52_219_7), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Mar 2020) of [52.219-7](https://www.acquisition.gov/far/part-52#FAR_52_219_7).

            \_\_ (16) [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637(d)(2)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and (3)).

          \_\_ (17)

(i) [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637(d)(4)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Nov 2016) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).

                  \_\_ (iii) Alternate II (Nov 2016) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).

                  \_\_ (iv) Alternate III (Jun 2020) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).

                  \_\_ (v) Alternate IV (Jun 2020) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9)

          \_\_ (18)

(i) [52.219-13](https://www.acquisition.gov/far/part-52#FAR_52_219_13), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644(r)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Mar 2020) of [52.219-13](https://www.acquisition.gov/far/part-52#FAR_52_219_13).

            \_\_ (19) [52.219-14](https://www.acquisition.gov/far/part-52#FAR_52_219_14), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637(a)(14)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (20) [52.219-16](https://www.acquisition.gov/far/part-52#FAR_52_219_16), Liquidated Damages-Subcontracting Plan (SEP 2021) ([15 U.S.C. 637(d)(4)(F)(i)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (21) [52.219-27](https://www.acquisition.gov/far/part-52#FAR_52_219_27), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

          \_\_ (22)

(i) [52.219-28](https://www.acquisition.gov/far/part-52#FAR_52_219_28), Post Award Small Business Program Rerepresentation (SEP 2021) ([15 U.S.C. 632(a)(2)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (MAR 2020) of [52.219-28](https://www.acquisition.gov/far/part-52#FAR_52_219_28).

            \_\_ (23) [52.219-29](https://www.acquisition.gov/far/part-52#FAR_52_219_29), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([15 U.S.C. 637(m)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (24) [52.219-30](https://www.acquisition.gov/far/part-52#FAR_52_219_30), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) ([15 U.S.C. 637(m)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (25) [52.219-32](https://www.acquisition.gov/far/part-52#FAR_52_219_32), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644](https://www.govinfo.gov/content/pkg/USCODE-2018-title15/html/USCODE-2018-title15-chap14A-sec644.htm)(r)).

            \_\_ (26) [52.219-33](https://www.acquisition.gov/far/part-52#FAR_52_219_33), Nonmanufacturer Rule (SEP 2021) ([15U.S.C. 637](https://www.govinfo.gov/content/pkg/USCODE-2018-title15/html/USCODE-2018-title15-chap14A-sec637.htm)(a)(17)).

            \_\_ (27) [52.222-3](https://www.acquisition.gov/far/part-52#FAR_52_222_3), Convict Labor (Jun 2003) (E.O.11755).

            \_X\_  (28) [52.222-19](https://www.acquisition.gov/far/part-52#FAR_52_222_19), Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).

            \_\_ (29) [52.222-21](https://www.acquisition.gov/far/part-52#FAR_52_222_21), Prohibition of Segregated Facilities (Apr 2015).

          \_\_ (30)

(i) [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26), Equal Opportunity (Sep 2016) (E.O.11246).

                  \_\_ (ii) Alternate I (Feb 1999) of [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26).

          \_\_ (31)

(i) [52.222-35](https://www.acquisition.gov/far/part-52#FAR_52_222_35), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section4212&num=0&edition=prelim)).

                  \_\_ (ii) Alternate I (Jul 2014) of [52.222-35](https://www.acquisition.gov/far/part-52#FAR_52_222_35).

          \_\_ (32)

(i) [52.222-36](https://www.acquisition.gov/far/part-52#FAR_52_222_36), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title29-section793&num=0&edition=prelim)).

                  \_\_ (ii) Alternate I (Jul 2014) of [52.222-36](https://www.acquisition.gov/far/part-52#FAR_52_222_36).

            \_X\_  (33) [52.222-37](https://www.acquisition.gov/far/part-52#FAR_52_222_37), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section4212&num=0&edition=prelim)).

            \_\_ (34) [52.222-40](https://www.acquisition.gov/far/part-52#FAR_52_222_40), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

        \_  X\_\_  (35)

(i) [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50), Combating Trafficking in Persons (Oct 2020) ([22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O. 13627).

                  \_\_ (ii) Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50) ([22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O. 13627).

            \_\_ (36) [52.222-54](https://www.acquisition.gov/far/part-52#FAR_52_222_54), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](https://www.acquisition.gov/far/part-22#FAR_22_1803).)

          \_\_ (37)

(i) [52.223-9](https://www.acquisition.gov/far/part-52#FAR_52_223_9), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962(c)(3)(A)(ii)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

                  \_\_ (ii) Alternate I (May 2008) of [52.223-9](https://www.acquisition.gov/far/part-52#FAR_52_223_9) ([42 U.S.C. 6962(i)(2)(C)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

            \_\_ (38) [52.223-11](https://www.acquisition.gov/far/part-52#FAR_52_223_11), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

            \_\_ (39) [52.223-12](https://www.acquisition.gov/far/part-52#FAR_52_223_12), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

          \_\_ (40)

(i) [52.223-13](https://www.acquisition.gov/far/part-52#FAR_52_223_13), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

                  \_\_ (ii) Alternate I (Oct 2015) of [52.223-13](https://www.acquisition.gov/far/part-52#FAR_52_223_13).

          \_\_ (41)

(i) [52.223-14](https://www.acquisition.gov/far/part-52#FAR_52_223_14), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

                  \_\_ (ii) Alternate I (Jun2014) of [52.223-14](https://www.acquisition.gov/far/part-52#FAR_52_223_14).

            \_\_ (42) [52.223-15](https://www.acquisition.gov/far/part-52#FAR_52_223_15), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

          \_\_ (43)

(i) [52.223-16](https://www.acquisition.gov/far/part-52#FAR_52_223_16), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

                  \_\_ (ii) Alternate I (Jun 2014) of [52.223-16](https://www.acquisition.gov/far/part-52#FAR_52_223_16).

            \_X\_  (44) [52.223-18](https://www.acquisition.gov/far/part-52#FAR_52_223_18), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

            \_\_ (45) [52.223-20](https://www.acquisition.gov/far/part-52#FAR_52_223_20), Aerosols (Jun 2016) (E.O. 13693).

            \_\_ (46) [52.223-21](https://www.acquisition.gov/far/part-52#FAR_52_223_21), Foams (Jun2016) (E.O. 13693).

          \_\_ (47)

(i) [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

                  \_\_ (ii) Alternate I (Jan 2017) of [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3).

            \_\_ (48) [52.225-1](https://www.acquisition.gov/far/part-52#FAR_52_225_1), Buy American-Supplies (Jan2021) ([41 U.S.C. chapter 83](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

          \_\_ (49)

(i) [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3), Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021)([41 U.S.C.chapter83](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [19 U.S.C. 3301](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)note, [19 U.S.C. 2112](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)note, [19 U.S.C. 3805](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) note, [19 U.S.C. 4001](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

                  \_\_ (ii) Alternate I (Jan 2021) of [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3).

                  \_\_ (iii) Alternate II (Jan 2021) of [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3).

                  \_\_ (iv) Alternate III (Jan 2021) of [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3).

            \_\_ (50) [52.225-5](https://www.acquisition.gov/far/part-52#FAR_52_225_5), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title19-section2501&num=0&edition=prelim), et seq., [19 U.S.C. 3301](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title19-section3301&num=0&edition=prelim) note).

            \_X\_  (51) [52.225-13](https://www.acquisition.gov/far/part-52#FAR_52_225_13), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

            \_\_ (52) [52.225-26](https://www.acquisition.gov/far/part-52#FAR_52_225_26), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302Note)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3).

            \_\_ (53) [52.226-4](https://www.acquisition.gov/far/part-52#FAR_52_226_4), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (54) [52.226-5](https://www.acquisition.gov/far/part-52#FAR_52_226_5), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (55) [52.229-12](https://www.acquisition.gov/far/part-52#FAR_52_229_12), Tax on Certain Foreign Procurements (Feb 2021) .

            \_X\_  (56) [52.232-29](https://www.acquisition.gov/far/part-52#FAR_52_232_29), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [10 U.S.C. 2307(f)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (57) [52.232-30](https://www.acquisition.gov/far/part-52#FAR_52_232_30), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [10 U.S.C. 2307(f)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_X\_  (58) [52.232-33](https://www.acquisition.gov/far/part-52#FAR_52_232_33), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section3332&num=0&edition=prelim)).

            \_\_ (59) [52.232-34](https://www.acquisition.gov/far/part-52#FAR_52_232_34), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (60) [52.232-36](https://www.acquisition.gov/far/part-52#FAR_52_232_36), Payment by Third Party (May 2014) ([31 U.S.C. 3332](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (61) [52.239-1](https://www.acquisition.gov/far/part-52#FAR_52_239_1), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title5-section552a&num=0&edition=prelim)).

            \_\_ (62) [52.242-5](https://www.acquisition.gov/far/part-52#FAR_52_242_5), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637(d)(13)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

          \_\_ (63)

(i) [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ( [46 U.S.C. 55305](https://www.govinfo.gov/content/pkg/USCODE-2019-title46/html/USCODE-2019-title46-subtitleV-partD-chap553-subchapI-sec55305.htm) and [10 U.S.C. 2631](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Apr 2003) of [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64).

                  \_\_ (iii) Alternate II (Feb 2006) of [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64).

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

            \_\_ (1) [52.222-41](https://www.acquisition.gov/far/part-52#FAR_52_222_41), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (2) [52.222-42](https://www.acquisition.gov/far/part-52#FAR_52_222_42), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (3) [52.222-43](https://www.acquisition.gov/far/part-52#FAR_52_222_43), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (4) [52.222-44](https://www.acquisition.gov/far/part-52#FAR_52_222_44), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (5) [52.222-51](https://www.acquisition.gov/far/part-52#FAR_52_222_51), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (6) [52.222-53](https://www.acquisition.gov/far/part-52#FAR_52_222_53), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (7) [52.222-55](https://www.acquisition.gov/far/part-52#FAR_52_222_55), Minimum Wages Under Executive Order 14026 (JAN 2022).

            \_\_ (8) [52.222-62](https://www.acquisition.gov/far/part-52#FAR_52_222_62), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

            \_\_ (9) [52.226-6](https://www.acquisition.gov/far/part-52#FAR_52_226_6), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

      (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](https://www.acquisition.gov/far/part-2#FAR_2_101), on the date of award of this contract, and does not contain the clause at [52.215-2](https://www.acquisition.gov/far/part-52#FAR_52_215_2), Audit and Records-Negotiation.

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

           (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](https://www.acquisition.gov/far/part-4#FAR_Subpart_4_7), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

      (e)

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

                (i) [52.203-13](https://www.acquisition.gov/far/part-52#FAR_52_203_13), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (ii) [52.203-19](https://www.acquisition.gov/far/part-52#FAR_52_203_19), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

                (iii) [52.204-23](https://www.acquisition.gov/far/part-52#FAR_52_204_23), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

                (iv) [52.204-25](https://www.acquisition.gov/far/part-52#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

                (v) [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637(d)(2)](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section637&num=0&edition=prelim) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](https://www.acquisition.gov/far/part-19#FAR_19_702)(a) on the date of subcontract award, the subcontractor must include [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8) in lower tier subcontracts that offer subcontracting opportunities.

                (vi) [52.222-21](https://www.acquisition.gov/far/part-52#FAR_52_222_21), Prohibition of Segregated Facilities (Apr 2015).

                (vii) [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26), Equal Opportunity (Sep 2015) (E.O.11246).

                (viii) [52.222-35](https://www.acquisition.gov/far/part-52#FAR_52_222_35), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (ix) [52.222-36](https://www.acquisition.gov/far/part-52#FAR_52_222_36), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (x) [52.222-37](https://www.acquisition.gov/far/part-52#FAR_52_222_37), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (xi) [52.222-40](https://www.acquisition.gov/far/part-52#FAR_52_222_40), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](https://www.acquisition.gov/far/part-52#FAR_52_222_40).

                (xii) [52.222-41](https://www.acquisition.gov/far/part-52#FAR_52_222_41), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-chapter67-front&num=0&edition=prelim)).

                (xiii)

(A) [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50), Combating Trafficking in Persons (Oct 2020) ([22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O 13627).

                     (B) Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50) ([22 U.S.C. chapter 78 and E.O. 13627](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (xiv) [52.222-51](https://www.acquisition.gov/far/part-52#FAR_52_222_51), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (xv) [52.222-53](https://www.acquisition.gov/far/part-52#FAR_52_222_53), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (xvi) [52.222-54](https://www.acquisition.gov/far/part-52#FAR_52_222_54), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

                (xvii) [52.222-55](https://www.acquisition.gov/far/part-52#FAR_52_222_55), Minimum Wages Under Executive Order 14026 (JAN 2022).

                (xviii) [52.222-62](https://www.acquisition.gov/far/part-52#FAR_52_222_62), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

                (xix)

(A) [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3), Privacy Training (Jan 2017) ([5 U.S.C. 552a](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                     (B) Alternate I (Jan 2017) of [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3).

                (xx) [52.225-26](https://www.acquisition.gov/far/part-52#FAR_52_225_26), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3).

                (xxi) [52.226-6](https://www.acquisition.gov/far/part-52#FAR_52_226_6), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

                (xxii) [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ( [46 U.S.C. 55305](https://www.govinfo.gov/content/pkg/USCODE-2019-title46/html/USCODE-2019-title46-subtitleV-partD-chap553-subchapI-sec55305.htm) and [10 U.S.C. 2631](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

Alternate I (Feb 2000). As prescribed in [12.301](https://www.acquisition.gov/far/part-12#FAR_12_301)(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Jan 2022) . As prescribed in [12.301](https://www.acquisition.gov/far/part-12#FAR_12_301)(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States , an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ( [5 U.S.C. App.](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor ’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract ; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) [52.203-13](https://www.acquisition.gov/far/part-52#FAR_52_203_13), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(B) [52.203-15](https://www.acquisition.gov/far/part-52#FAR_52_203_15), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(D) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment . (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8), Utilization of Small Business Concerns (Oct 2018) ( [15 U.S.C. 637(d)(2) and (3)](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section637&num=0&edition=prelim)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](https://www.acquisition.gov/far/part-19#FAR_19_702)(a) on the date of subcontract award, the subcontractor must include [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8) in lower tier subcontracts that offer subcontracting opportunities.

(F) [52.222-21](https://www.acquisition.gov/far/part-52#FAR_52_222_21), Prohibition of Segregated Facilities (Apr 2015).

(G) [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26), Equal Opportunity (Sep 2016) (E.O. 11246).

(H) [52.222-35](https://www.acquisition.gov/far/part-52#FAR_52_222_35), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(I) [52.222-36](https://www.acquisition.gov/far/part-52#FAR_52_222_36), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(J) [52.222-40](https://www.acquisition.gov/far/part-52#FAR_52_222_40), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](https://www.acquisition.gov/far/part-52#FAR_52_222_40).

(K) [52.222-41](https://www.acquisition.gov/far/part-52#FAR_52_222_41), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-chapter67-front&num=0&edition=prelim)).

(L) \_\_\_ (1) [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O 13627).

\_\_\_ (2) Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50) ( [22 U.S.C. chapter 78 and E.O. 13627](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(M) [52.222-51](https://www.acquisition.gov/far/part-52#FAR_52_222_51), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -Requirements (May 2014) ( [41 U.S.C. chapter 67](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-chapter67-front&num=0&edition=prelim)).

(N) [52.222-53](https://www.acquisition.gov/far/part-52#FAR_52_222_53), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( [41 U.S.C. chapter 67](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-chapter67-front&num=0&edition=prelim)).

(O) [52.222-54](https://www.acquisition.gov/far/part-52#FAR_52_222_54), Employment Eligibility Verification (Nov 2021) (Executive Order 12989).

(P) [52.222-55](https://www.acquisition.gov/far/part-52#FAR_52_222_55), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(Q) [52.222-62](https://www.acquisition.gov/far/part-52#FAR_52_222_62), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(R) (1) [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title5-section552a&num=0&edition=prelim)).

(2) Alternate I (Jan 2017) of [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3).

(S) [52.225-26](https://www.acquisition.gov/far/part-52#FAR_52_225_26), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title10-section2302&num=0&edition=prelim) Note).

(T) [52.226-6](https://www.acquisition.gov/far/part-52#FAR_52_226_6), Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) ( [42 U.S.C. 1792](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](https://www.govinfo.gov/content/pkg/USCODE-2019-title46/html/USCODE-2019-title46-subtitleV-partD-chap553-subchapI-sec55305.htm) and [10 U.S.C. 2631](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

Add the following clause in full text:

52.229-12 Tax on Certain Foreign Procurements—Notice and Representation (Feb 2021)

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

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

*United States person*, as defined in [26 U.S.C. 7701](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section7701&num=0&edition=prelim)(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](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section7701&num=0&edition=prelim)(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](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

      (c)

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

           (2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](https://www.acquisition.gov/far/52.229-11#FAR_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](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim); 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](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim) tax is a tax matter, not a contract issue.

      (f) Taxes imposed under [26 U.S.C. 5000C](https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section5000C&num=0&edition=prelim) may not be—

1. Included in the contract price; nor
2. Reimbursed.

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

**(End of clause)**

ADDENDUM TO CONTRACT CLAUSES

FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](https://acquisition.gov/browse/index/far) 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](https://gov.ecfr.io/cgi-bin/text-idx?SID=d9a7851186785ba2b1896db79b1b6b29&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl) to see the links to the FAR.  You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

CLAUSE TITLE AND DATE

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

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

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE

(AUG 2020)

52.225-14 inconsistency Between English Version and Translation of Contract (FEB 2000)

52.228-3 WORKERS’ COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)

52.228-4          WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

52.228-5 Insurance - Work on a Government Installation (JAN 1997)

52.229-6 foreign fixed prIce contracts (feb 2013)

52.232-39 unenforceability of unauthorized obligations (june 2013)

52.204-9 Personal IdentiTy Verification of Contractor Personnel (JAN 2011)

52.244-6        SUBCONTRACTS FOR COMMERCIAL PRODUCTS and COMMERCIAL

ITEMS (JAN 2022)

The following FAR clauses are provided in full text:

(End of clause)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

(End of clause)

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

(AUG 1999)

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

(b) Invoice Submission.The Contractor shall submit invoices in an original andthree copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

**Finance Management Office**

**US Embassy, Maharajgunj**

**Kathmandu, Nepal**

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

|  |
| --- |
|  |
|  |
|  |

(End of clause)

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

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

New Year’s Day

Martin Luther King’s Birthday

Washington’s Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

|  |  |  |  |
| --- | --- | --- | --- |
| (A) | December 31, 2021 | Friday | New Year’s Day\* |
| (A) | January 17, 2022 | Monday | Birthday of Martin Luther King Jr. |
| (A) | February 21, 2022 | Monday | Washington’s Birthday |
| (N) | March 08, 2022 | Tuesday | International Women’s Day |
| (N) | March 17, 2022 | Thursday | Holi Purnima |
| (N) | April 14, 2022 | Thursday | Nepali New Year |
| (A) | May 30, 2022 | Monday | Memorial Day |
| (A) | June 20, 2022 | Monday | Juneteenth National Independence Day |
| (A) | July 04, 2022 | Monday | Independence Day |
| (A) | September 05, 2022 | Monday | Labor Day |
| (N) | October 03, 2022 | Monday | Astami (Dashain) |
| (N) | October 04, 2022 | Tuesday | Nawami (Dashain) |
| (N) | October 05, 2022 | Wednesday | Dashami (Dashain) |
| (A) | October 10, 2022 | Monday | Columbus Day |
| (N) | October 24, 2022 | Monday | Laxmi Puja (Tihar) |
| (N) | October 25, 2022 | Tuesday | Gai Puja (Tihar) |
| (N) | October 26, 2022 | Wednesday | Gobardhan Puja (Tihar) |
| (N) | October 27, 2022 | Thursday | Bhai Tika (Tihar) |
| (A) | November 11, 2022 | Friday | Veterans Day |
| (A) | November 24, 2022 | Thursday | Thanksgiving Day |
| (A) | December 26, 2022 | Monday | Christmas Day |

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

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

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

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

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

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

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

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

(End of clause)

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

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

1. The COR for this contract is Water Treatment Technician

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

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

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

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

(End of clause)

SECTION 3 - SOLICITATION PROVISIONS

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

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

ADDENDUM TO 52.212-1

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

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

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

1. List of clients over the past \_five\_ 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 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.

1. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
2. 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 services at the unclassified clearance level, to provide to provide maintenance services for the sanitary sewer collection system and the wastewater treatment system at the ­­­­­­­­ Chancery & Phora Compound, U.S. Embassy, Kathmandu, to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s),

**or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

**[*Note to Contracting Officer: Describe any additional items that may be required, such as a company brochure, technical proposal, client list, financial statement, etc*.].**

* ***a copy of the Certificate of Insurance, or***
* ***a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.***
* ***Company profile and registration renewed certificate***
* ***Client list for last 5 years***
* ***Detail technical proposal with organization structure***
* ***Certification on waste water system service for technical staff***

ADDENDUM TO SOLICITATION PROVISIONS

FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](https://acquisition.gov/browse/index/far) 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](https://gov.ecfr.io/cgi-bin/text-idx?SID=d9a7851186785ba2b1896db79b1b6b29&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl) to see the links to the FAR.  You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-16 Commercial and Government Entity Code Reporting

(AUG 2020)

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

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

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

1. For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).
2. For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto:cat@state.gov).

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

invited to contact the contracting activity ombudsman, [insert name] , at \_\_\_[insert telephone and fax numbers] . For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

* Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
* The Government reserves the right to reject proposals that are unreasonably low or high in price.
* The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
* The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
* The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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.
7. Client list for last 5 years
8. Detail technical proposal with organization structure
9. Certification on wastewater treatment system service for technical staff

ADDENDUM TO EVALUATION FACTORS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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

52.217‑5 EVALUATION OF OPTIONS (JUL 1990)

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

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

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

1. For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
2. For acquisitions conducted using negotiation procedures—
3. On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS

AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it ‘‘does not provide covered telecommunications equipment or

services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument’’ in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications–Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this

provision if the Offeror has represented that it ‘‘does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services’’ in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

1. *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.

1. *Prohibition*.
2. 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.

1. 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)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL

ITEMS (FEB 2021)

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

      (a) Definitions. As used in this provision—

     "Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](https://www.acquisition.gov/far/52.204-25#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

      Forced or indentured child labor means all work or service—

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

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

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

      Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

      Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title6-section395&num=0&edition=prelim)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title6-section395&num=0&edition=prelim)(c).

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

           (1) PSC 5510, Lumber and Related Basic Wood Materials;

           (2) Product or Service Group (PSG) 87, Agricultural Supplies;

           (3) PSG 88, Live Animals;

           (4) PSG 89, Subsistence;

           (5) PSC 9410, Crude Grades of Plant Materials;

           (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

           (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

           (8) PSC 9610, Ores;

           (9) PSC 9620, Minerals, Natural and Synthetic; and

           (10) PSC 9630, Additive Metal Materials.

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

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

      Reasonable inquiry has the meaning provided in the clause [52.204-25](https://www.acquisition.gov/far/52.204-25#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

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

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

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

           (6) Have been voluntarily suspended. "Sensitive technology"—

      Sensitive technology—

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

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

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

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

      Service-disabled veteran-owned small business concern—

           (1) Means a small business concern—

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

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

           (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section101&num=0&edition=prelim)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section101&num=0&edition=prelim)(16).

      Small business concern—

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

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

      Small disadvantaged business concern, consistent with13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

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

                (i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

                (ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

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

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

           (1) Directly by a parent corporation; or

           (2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

           (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and

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

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

           (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through [http://www.sam.gov](http://www.sam.gov/). After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](https://www.acquisition.gov/far/52.212-3?&searchTerms=52.212-3+#FAR_52_212_3), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](https://www.acquisition.gov/far/4.1201#FAR_4_1201)), except for paragraphs \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

      (d) Representations required to implement provisions of Executive Order11246-

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

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

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

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

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

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

      (e) Certification Regarding Payments to Influence Federal Transactions (31 [*http://uscode.house.gov/*](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

      (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](https://www.acquisition.gov/far/52.225-1#FAR_52_225_1), Buy American-Supplies, is included in this solicitation.)

           (1)

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

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

                (iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

           (2) Foreign End Products:

| **Line Item No.** | **Country of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

           [List as necessary]

           (3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part  25](https://www.acquisition.gov/far/part-25#FAR_Part_25).

      (g)

(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

                (i)

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

                     (B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

| **Line Item No.** | **Country of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

                [List as necessary]

                (iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

                Other Foreign End Products:

| **Line Item No.** | **Country of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

                [List as necessary]

                (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part  25](https://www.acquisition.gov/far/part-25#FAR_Part_25).

           (2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

           Canadian End Products:

| **Line Item No.** |
| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

           [List as necessary]

           (3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

           Canadian or Israeli End Products:

| **Line Item No.** | **Country of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

           [List as necessary]

           (4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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

| **Line Item No.** | **Country of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

           [List as necessary]

           (5) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](https://www.acquisition.gov/far/52.225-5#FAR_52_225_5), Trade Agreements, is included in this solicitation.)

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

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

                Other End Products:

| **Line Item No.** | **Country of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

                [List as necessary]

                (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part  25](https://www.acquisition.gov/far/part-25#FAR_Part_25). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

           (4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5](https://www.acquisition.gov/far/9.104-5#FAR_9_104_5)(a)(2) for which the liability remains unsatisfied.

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

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

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

                (ii) Examples.

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

                     (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

      (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [*22.1503*](https://www.acquisition.gov/far/22.1503#FAR_22_1503)(b).]

           (1) Listed end products.

| **Listed End Product** | **Listed Countries of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

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

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

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

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

           (2) □ Outside the United States.

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

           (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](https://www.acquisition.gov/far/22.1003-4#FAR_22_1003_4)(c)(1). The offeror □ does □ does not certify that–

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

                (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](https://www.acquisition.gov/far/22.1003-4#FAR_22_1003_4)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

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

           (2) Certain services as described in FAR [22.1003-4](https://www.acquisition.gov/far/22.1003-4#FAR_22_1003_4)(d)(1). The offeror □ does □ does not certify that-

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

                (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](https://www.acquisition.gov/far/22.1003-4#FAR_22_1003_4)(d)(2)(iii));

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

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

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

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

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

      (l) Taxpayer Identification Number (TIN) ( [26 U.S.C. 6109](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [31 U.S.C. 7701](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

           (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701(c) and 3325(d)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), and implementing regulations issued by the Internal Revenue Service (IRS).

           (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government ([31 U.S.C. 7701(c)(3)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](https://www.acquisition.gov/far/4.904#FAR_4_904), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

           (3) Taxpayer Identification Number (TIN).

               TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

               TIN has been applied for.

               TIN is not required because:

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

               Offeror is an agency or instrumentality of a foreign government;

               Offeror is an agency or instrumentality of the Federal Government.

           (4) Type of organization.

               Sole proprietorship;

               Partnership;

               Corporate entity (not tax-exempt);

               Corporate entity (tax-exempt);

               Government entity (Federal, State, or local);

               Foreign government;

               International organization per 26 CFR1.6049-4;

               Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

           (5) Common parent.

               Offeror is not owned or controlled by a common parent;

               Name and TIN of common parent:

     Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

     TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

      (n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2](https://www.acquisition.gov/far/9.108-2#FAR_9_108_2)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](https://www.acquisition.gov/far/9.108-4#FAR_9_108_4).

           (2) Representation. The Offeror represents that–

                (i) It □ is, □ is not an inverted domestic corporation; and

                (ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

                (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2](https://www.acquisition.gov/far/25.703-2#FAR_25_703_2)(a)(2) with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

                (i) This solicitation includes a trade agreements certification (e.g., [52.212-3](https://www.acquisition.gov/far/52.212-3?&searchTerms=52.212-3+#FAR_52_212_3)(g) or a comparable agency provision); and

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

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

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

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

          Immediate owner CAGE code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

          Immediate owner legal name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

          (Do not use a "doing business as" name)

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

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

          Highest-level owner CAGE code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

          Highest-level owner legal name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

          (Do not use a "doing business as" name)

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

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

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

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

           (2) The Offeror represents that–

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

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

      (r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](https://www.acquisition.gov/far/52.204-16#FAR_52_204_16), Commercial and Government Entity Code Reporting.)

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

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

               Predecessor CAGE code: (or mark "Unknown").

               Predecessor legal name: \_\_\_\_.

               (Do not use a "doing business as" name).

      (s) [Reserved].

      (t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM ([12.301](https://www.acquisition.gov/far/12.301#FAR_12_301)(d)(1)).

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

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

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

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

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

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

      (u)

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

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

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

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

           (1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ([https://www.sam.gov](https://www.sam.gov/)) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

           (2) The Offeror represents that–

                (i) It□ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

                (ii) After conducting a reasonable inquiry for purposes of this representation, that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if—

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

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

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

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

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

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

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

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

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

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

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

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

### (End of provision)

ADDENDUM TO SOLICITATION PROVISIONS

FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](https://acquisition.gov/browse/index/far) 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](https://gov.ecfr.io/cgi-bin/text-idx?SID=d9a7851186785ba2b1896db79b1b6b29&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl) to see the links to the FAR.  You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

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