SUBJECT: Solicitation Number: 19CA7022Q0008
Title of the Project: COB Power Wash of the Building Exterior

Dear Prospective Offeror,

The U.S. Consulate General Toronto invites you to submit a quotation for power washing the building exterior of the U.S. Consulate General Toronto office building at 360 University Avenue, Toronto ON, M5G 1S4. If you are interested in submitting a quotation for this project, please read the instructions included in the attached Request for Quotation (RFQ).

The Consulate intends to conduct a site visit and hold a pre-proposal conference. The conference is expected to be held at 360 University Avenue, Toronto, ON, M5G 1S4 on Thursday, July 28, 2022 at 11:00 a.m. EST. All prospective offerors who have received a solicitation package are invited to attend and must confirm their attendance by providing names to AfrinSL@state.gov by COB Monday, July 25, 2022.

Submit any questions you may have concerned this solicitation by email to AfrinSL@state.gov in writing by COB Friday, July 29, 2022. Responses will be made available in writing to all prospective offerors. Electronic quotations should be submitted with “Quotation for Solicitation Number 19CA7022Q0008 Attached” reference in the subject line to the following email address AfrinSL@state.gov on or before 4:00 P.M. EST on Monday, August 08, 2022. If the contractor needs more time for any reasons, they should notify the Contracting Officer in writing at least two days before the deadline.

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

1. SF-1449
2. Section A;
3. Additional information as required in Section 4 and 5.
4. Attachment #1

The Contract will be a firm fixed price contract, with no adjustment for any escalation in costs or prices of labor or materials. Each offeror will be responsible for determining the amount of labor and materials that will be required to complete the project, and for pricing its proposal accordingly.

The Contracting Officer reserves the right to reject any and all proposals and to waive any informality in proposals received. In addition, the Consulate reserves the right to establish a competitive range of one or more offerors and to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.
The Offerors are encouraged to complete registration in the U.S. Government System for Award Management at the following URL: www.SAM.gov. The registration is free of charge for all prospective Offerors and must not involve participation of 3rd parties.

Please direct any questions regarding this solicitation to: AfrinSL@state.gov. Questions must be written in English. Calls may be made during regular business hours.

Sincerely,

Kelly Gerstbacher
General Services Officer
U.S. Consulate General, Toronto
TABLE OF CONTENTS

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number 19CA7022Q0008, Prices, Block 23
- Continuation To SF-1449, RFQ Number 19CA7022Q0008, Schedule Of Supplies/Services, Block 20

Description/Specifications/Work Statement

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12
SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
   PR10945905

2. CONTRACT NO.
3. AWARD/ EFFECTIVE DATE
4. ORDER NUMBER
5. SOLICITATION NUMBER
   19CA7022Q00008
6. SOLICITATION ISSUE DATE
   07/21/2022

7. FOR SOLICITATION INFORMATION CALL:
   a. NAME
      Sarmin L Afrin
   b. TELEPHONE NUMBER
      4372213893

8. OFFER DUE DATE/ LOCAL TIME
   08/08/2022 / 05:00

9. ISSUED BY CODE
   AMERICAN CONSULAT E GENERAL TORONTO
   360 UNIVERSITY AVENUE, ATTN: MGT/GSO
   TORONTO ON M5G 1S4
   CANADA

10. THIS ACQUISITION IS
    X UNRESTRICTED OR
        SET ASIDE: ___% FOR:

   ☑ SMALL BUSINESS
   ☑ WOMEN-OWNED SMALL BUSINESS
   ☑ HUBZONE SMALL BUSINESS
   ☑ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED
      SMALL BUSINESS PROGRAM
   ☑ SERVICE-DISABLED VETERAN-OWNED
      SMALL BUSINESS
   ☑ EDWOSB
   ☑ EMERGING SMALL BUSINESS

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
    ☑ SEE SCHEDULE

12. DISCOUNT TERMS
    13a. THIS CONTRACT IS A
         RATED ORDER UNDER DPAS (15 CFR 700)
    13b. RATING
         ☑ RFQ
            ☑ IFB
            ☑ RFP

14. METHOD OF SOLICITATION
    ☑ RFQ
    ☑ IFB
    ☑ RFP

15. DELIVER TO CODE
    AMERICAN CONSULAT E GENERAL TORONTO
    360 UNIVERSITY AVENUE, ATTN: GSO
    ONTARIO M5G 1S4
    CANADA

16. ADMINISTERED BY CODE
    AMERICAN CONSULAT E GENERAL TORONTO
    360 UNIVERSITY AVENUE, ATTN: FMC
    TORONTO ON M5G 1S4
    CANADA

17a. CONTRACTOR/ OFFERER CODE
17b. TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY AMERICAN CONSULAT E GENERAL TORONTO
     360 UNIVERSITY AVENUE, ATTN: FMC
     TORONTO ON M5G 1S4
     CANADA

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

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-2 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR
     30b. NAME AND TITLE OF SIGNER
     (Type or print)
     30c. DATE SIGNED

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
     31b. NAME OF CONTRACTING OFFICER
     (Type or print)
     31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 02/2012)
Computer Generated
Prescribed by GSA - FAR (48 CFR) 53.212
|---------|---------------------------------|-------------|---------|----------------|-----------|

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

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO.

40. PAID BY

**PARTIAL**  **FINAL**

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK
1. PERFORMANCE WORK STATEMENT

The purpose of this firm-fixed price purchase order is for the contractor to provide power washing and cleaning services to the U.S. Consulate General Toronto office building exteriors including furnishing all labor, material, equipment and services.

The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price for services that have been satisfactorily performed.

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

2. PRICES

2.1 All prices are in Canadian dollars.

2.2 Value Added Tax

The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section 2.

The Contractor shall provide cleaning services required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead and profit.

<table>
<thead>
<tr>
<th>Labor Cost</th>
<th>CAD$ ______________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material Cost</td>
<td>CAD$ ______________</td>
</tr>
<tr>
<td>Total Price</td>
<td>CAD$ ______________</td>
</tr>
<tr>
<td>HST</td>
<td>CAD$ ______________</td>
</tr>
<tr>
<td>Total Price including HST</td>
<td>CAD$ ______________</td>
</tr>
</tbody>
</table>
1. **SCOPE OF WORK**

The contractor shall provide power washing and cleaning services to the building exterior of the U.S. Consulate General Toronto office building located at 360 University Avenue, Toronto, ON M5G 1S4.

The contractor shall furnish all labor, materials, tools, equipment, and manpower that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractua duties and not for other business purposes.

2. **PERSONNEL**

The Contractor shall furnish sufficient personnel with the technical knowledge and experience necessary to complete the work. The Contractor shall obtain, maintain, and pay for all national, provincial, and local insurance, licenses, permits, and certificates needed/required to perform the work prior to commencement and for the duration of the work. All work shall be accomplished in accordance with all national, provincial, and local building, fire, environmental, health and safety codes, etc.

3. **GENERAL DESCRIPTION**

The Contractor shall clean all areas as follows based on Attachment#1:

**In front of Consulate**

- Denoted in yellow.
  All polished vertical exterior granite and unpolished limestone on North, East and South sides of the Consulate building.

- Denoted in red.
  All vertical and horizontal granite and limestone surfaces of front entryway, to include two (2) sets of stairs, the wheelchair ramp, and granite flower planter to the South of the front entryway. Canopy above the front entryway, guard’s booth, and six (6) planters along University Avenue.

**Behind Consulate**

- Denoted in blue.
  All brick surfaces on the West side of the Consulate building, washroom extension and 3 walls of the garage area.
• Denoted in orange.
  All stone and metal finishes on the CAC and stone wall on Simcoe Street, (both sides).

• Denoted in purple.
  Stone wall on the South side of the Shute.

• Denoted in light green.
  Fabric Canopy over the rear entry door.

• Denoted in dark green.
  Rolling metal security gate.

**Exterior Granite and Limestone Areas**

The Contractor shall clean all areas as follows:

  All unpolished vertical exterior granite and limestone on chancery building, all granite and limestone surfaces of perimeter fence base and stone piers, exterior granite curbs, retaining walls at garage ramp, Sussex guard building, south perimeter retaining wall adjacent to York street stairs, limestone on roof parapet of building.

4. **SPECIFICATIONS**

4.1 **SAFETY PRECAUTIONS**

4.1.1 The supervisor should ensure that all workers wear adequate, approved protective clothing and are provided with protective equipment during work operations and as required at other times.

4.1.2 Check manufacturer's literature for precautions and effects of products and procedures on adjacent building materials, components, and especially vegetation. Take appropriate protective measures.

4.1.3 All workers must be protected from the effects of chemicals during repair or cleaning operations.

1. DO NOT save unused portions of stain-removal materials.

2. DO NOT store any chemicals in unmarked containers.

3. Provide adequate clothing and protective gear where the chemicals are indicated to be dangerous.

4. Have available antidote and accident treatment chemicals where noted.
5. Avoid skin contact and inhalation of any chemical. Rubber or plastic gloves should be worn when handling hazardous (flammable or toxic) chemicals.

   a. Follow storage and handling procedures printed on the container labels of the cleaning solutions, provide good ventilation while working, and thoroughly wash hands after completion of the work.

   b. Provide protective clothing which must be worn and protective creams for exposed skin areas.

   c. Accidental contact with unprotected skin to these materials must be treated immediately by washing with soap and water, never with solvents.

   d. Exercise care to avoid skin contact to tool cleaning solvents and to provide adequate ventilation for clean-up operations.

6. When removing bird droppings: Bird droppings may expose workers to the effects of cryptococcosis and histoplasmosis which endanger the human respiratory system. Public health authorities should be consulted for appropriate precautions.

   a. All contractor personnel must wear a National Institute for Occupational Safety and Health (NIOSH) approved full face respirator with a high efficiency particulate air (HEPA) filter for screening particles of 0.3 micron size. Dust and particle masks are not appropriate.

   b. Respirators must be used in accordance with OSHA regulation, 29 CFR 1910.134 and GSA policy, PBS P 5900.2C, Chapter 3, section 8. This includes fit-testing of respirators, maintenance, training, and storage requirements.

   c. All contractor personnel must wear protective coveralls, gloves, boots, and hats.

   d. Prior to removal, all excrement must be saturated with water under low pressure to prevent debris from becoming airborne.

   e. Only non-metallic tools (such as plastic spatulas and brushes with natural fiber or nylon bristles, or their equivalent) must be used to remove the excrement.

   f. Removed excrement must be collected in plastic bags, sealed, and disposed of by the contractor at a sanitary landfill.

   g. All work must be performed from the outside of the building. Building occupants and the general public must be kept clear of the work site during all operations. It is the contractor's responsibility to provide all barricades, signage, etc. necessary for public protection.
4.2 STRUCTURE PRECAUTIONS

4.2.1 The principal aim of any work must be to halt the process of deterioration and stabilize the item's condition. Repair is a second option which becomes necessary only where preservation is not sufficient to ensure mid- to long-term survival. Repair should always be based on the fundamental principle of 'minimal disturbance'. The following are good practices which arise from this principle:

1. Retention of as much existing material as possible; repairing and consolidating rather than renewing.

2. The use of additional material or structure to reinforce, strengthen, prop, tie, and/or support existing material or structure.

3. The use of reversible processes wherever possible.

4. The use of traditional materials and techniques. New work should be distinguishable to the trained eye, on close inspection, from the old.

5. The item should be recorded before, during and after the work.

4.2.2 No smoking will be allowed by personnel performing work on or about Structures.

4.2.3 The COR should be notified of any visible change in the integrity of the material or component whether environmental, such as biological attack, ultraviolet degradation, freeze, thaw, etc., or structural defects, such as cracks, movement, or distortion.

4.2.4 Architectural features will be repaired rather than replaced wherever possible. Repair or replacement of missing features will be based on accurate duplications rather than on conjectural designs.

4.2.5 Work which requires existing features to be removed, cleaned and reused shall be accomplished without damage to the material itself, to adjacent materials, or the substrate.

4.2.6 Existing features removed from the building which are to be reinstalled shall be carefully labeled and stored within the building in a place where they will not be damaged or obstruct other work.

4.2.7 New or replacement materials/features will be permanently marked in an unobtrusive manner to distinguish them from original fabric. The manner of identification and location of these marks shall be recorded in permanent building records.

4.2.8 Statement of Non-Compliance: Wherever it is necessary to proceed with the use of products, under conditions which do not comply with the requirements (because of time schedule difficulties or other reasons which the supervisor determines that are crucial to the project),
prepare a written statement for the COR’s Record indicating the nature of the non-compliance, the reasons for proceeding, the extra or precautionary measures taken to ensure the best possible work, and the names of the individuals concurring with the decisions to proceed with the work.

4.2.9 When cleaning, avoid overcleaning. Aim for achieving 85% clean. Most damage occurs when attempting to clean the last 15%.

   1. Do not use acids or flame tools to strip paint from stone, as it will damage the surface.
   2. Do not use steel or metal spatulas or tools to scrape stone because of the likelihood of scratching, chipping, gouging, or otherwise marring the surface.

4.3 SUBMITTALS

4.3.1 Product Data (when applicable):

   1. Submit to COR manufacturer's technical data for each product indicated including chemical analysis, recommendations for their application and use, and any other available technical data. Include test reports and certifications substantiating that products comply with requirements.

   2. MANUFACTURERS OFFERING OTHER THAN BRAND NAME ITEMS IDENTIFIED IN THE PROCEDURE SHOULD FURNISH ADEQUATE INFORMATION TO ENSURE THAT A DETERMINATION CAN BE MADE AS TO EQUALITY OF THE PRODUCT(S) OFFERED (SEE THE CLAUSE ENTITLED BRAND NAME OR EQUAL SET FORTH IN SECTION 552.210-74 OF THE GSA ACQUISITION REGULATION).

4.3.2 Samples:

   1. Clearly labelled samples of all materials to be used on the job should be submitted to the COR for approval before work starts.

   2. The approved samples will become the standard materials used on the job. Substitutions will not be permitted without written approval from the COR.

4.3.3 Quality Control Submittals:

   1. Submit written program for each phase of process including protection of surrounding materials during operations. Describe in detail materials, methods and equipment to be used for each phase of work.

   2. If alternative methods and materials to those indicated are proposed for any phase of work, provide written description to COR, including evidence of successful use on other, comparable projects, and program of testing to demonstrate effectiveness for use on this project.
3. The contractor should supply proof of work on this type of project by submitting a list of pertinent projects the subcontractor has worked on which includes the scope of work, the budget for the scope of work, and a way to contact the owner and architect of each project.

4.3.4 Design Data/Test Reports/Certificates:

1. Routine testing of proposed materials, and of final work for compliance with the procedure will be carried out by the COR or his/her appointed representative.

   a. Cleaning methods should be tested prior to selecting the one for use. The simplest and least aggressive method(s) should be selected.

   b. The level of cleanliness desired also should be determined. A like-new appearance is both inappropriate and requires an overly harsh cleaning method.

2. If test results show that performance criteria are not met, removal and repair of rejected work should be performed.

4.4 QUALITY ASSURANCE

4.4.1 Qualifications:

1. Work must be performed by a firm having not less than five years successful experience in comparable projects and employing personnel skilled in the processes and operations indicated. Project supervisor must have five years experience in work similar to this procedure. Additional personnel must also have experience.

2. A supervisory craftsperson will be present when a craftsperson begins to perform the work in order to explain any procedures. Any modification of the written procedures will be made at that time.

3. The supervisory craftsperson shall also be present during the work to instruct personnel as required.

4.4.2 Source of Materials: Obtain materials from a single source for each type material required.

4.4.3 Regulatory Requirements:

1. Engage an approved independent testing laboratory to examine materials prior to use and continuously inspect the work for compliance with this procedure and any related documents.

2. The required research report and manufacturer's data shall be at the site and used for reference.
3. Conform with all applicable safety guidelines.

4. For Cleaning: Comply with municipal and Federal regulations governing cleaning, chemical waste disposal, scaffolding and protection of adjacent surfaces.

4.4.4 Mock-ups: After acceptance of the list of materials and proposed method of cleaning, repair or refinishing, a representative sample area shall be cleaned, repaired or refinished as specified.

1. Employ the method proposed and accepted for use. Obtain acceptance of the sample area from the RHPO before proceeding with remainder of the procedure.

2. Maintain the sample area in its accepted condition until final acceptance of the completed work. Manufacturer's Representative should be present during mock-up and its inspection for approval. Sample work should be performed in an area approved by the RHPO.

3. A SMALLER TEST FOR EACH PRODUCT SHOULD BE DONE ON EACH MATERIAL IN AN INCONSPICUOUS AREA TO CHECK FOR ADVERSE EFFECTS AND DAMAGE TO THE MATERIAL.

4.4.5 For Cleaning:

1. Before cleaning, all drains to be used should be tested to ensure they are functioning properly. Any clogged drains should be reported immediately.

2. During cleaning, prevent cleaning residue from entering the drains or drain lines. Drains or drain lines that become blocked with cleaner residue must be cleaned out immediately.

4.5 DELIVERY, STORAGE AND HANDLING

4.5.1 Packing and Shipping: Deliver materials to site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.

4.5.2 Acceptance at Site: Handle materials in accordance with project safety guidelines and manufacturer's recommendations.

4.5.3 Storage and Protection:

1. Every effort must be made to use and reuse materials that are original to the structure. When removed from their rightful place, these materials must be stored under cover inside the building where they cannot be damaged.

2. When pieces are to be removed, mark pieces inconspicuously in a consistent manner as to their original location. Document original position and label accordingly.
3. If salvage material is to be used, treat it as new or original material with regard to its storage.

4. Protect all materials during storage and construction from wetting by rain, snow or ground water, and from intermixture with earth or other types of materials.

5. Protect materials from deterioration by moisture and temperature.
   a. Store cementitious materials off ground, under cover and in a dry location. Protect liquid components from freezing.
   b. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.
   c. Store all chemicals in metal cabinets. No cans shall be left open or out of the cabinet overnight.

4.6 PROJECT/SITE CONDITIONS

4.6.1 Environmental Requirements:

1. Proceed with the work only when forecasted weather conditions are favorable.

2. Wet weather: Do not attempt repairing of feature in raining or foggy weather. Do not apply primer, paint, putty, or epoxy when the relative humidity is above 80%. Do not remove exterior elements of structures when rain is in the forecast or in progress.

3. Work in the shade when the temperature is above 75oF. Work around the structure in the shade away from the sun.

4. Do not perform exterior wet work when the air temperature is below 40oF.

5. NEVER begin cleaning, patching, etc. when there is any likelihood of frost or freezing.

6. If cleaning is done in very hot, sunny weather, the feature/area should be shielded from excessive heat by hanging protective netting or tarpaulins around it.

7. No cleaning shall be executed when either the air or the masonry surface temperature is below 45 F, unless adequate, approved means are provided for maintaining a 45 F temperature of the air and materials during, and for 48 hours subsequent to, cleaning.

8. Perform cleaning and rinsing of the exterior masonry only during daylight hours.
9. Hot weather maximum application temperatures:
   a. paint - 85°F
   b. putty - 80°F
   c. epoxy - 80°F

10. Cold weather minimum application temperatures:
    a. paint - 50°F
    b. putty - 50°F
    c. epoxy - 55°F

4.6.2 Existing Conditions: Check manufacturer's literature for precautions and effects of products and procedures on adjacent building materials, components, and especially vegetation.

4.7 SEQUENCING AND SCHEDULING

4.7.1 Preventive Maintenance and Repair activities should be scheduled during appropriate environmental conditions to avoid weather related failures.

4.7.2 Submit a work schedule indicating the proposed timing and extent of the work.

4.7.3 Co-ordinate the work schedule with that of other trades on site.

4.7.4 When cyclical maintenance work requires the use of high ladders and other access equipment, perform as many work items as possible.

4.8 PROTECTION

4.8.1 Do not change sources or brands of materials during the course of the work.

4.8.2 All necessary precautions shall be taken to protect all parts of the building not being cleaned or repaired from effects of the work, including excessive amounts of water that should not be allowed to pond in any area. Also provide protection as required to prevent damage to adjacent property.

4.8.3 Provide protection against the spread of dust, debris and water at or beyond the work area by suitable enclosures of sheeting and tarpaulins.

4.8.4 Provide masking or covering on adjacent surfaces and permanent equipment. Secure coverings without the use of adhesive type tape or nails. Impervious sheeting which produces condensation should not be used.

4.8.5 Prevent the entry of dust, debris and water into the building by sealing all openings.

4.8.6 Provide protection from water damage to building, structure, or building contents as required.
4.8.7 Protect all landscape work adjacent to or within maintenance work areas:

1. Provide plank barriers to protect tree trunks. Bind spreading shrubs.

2. Covering should allow plants to breathe and should be removed at the end of each work day. Do not cover plant material with a waterproof membrane for more than 8 hours at one time.

3. Set scaffolding and ladder legs away from plants. Pruning requests should be directed to the COR.

4.8.8 Test all drains and other water removal systems to assure that drains and systems are functioning properly prior to performing any cleaning operations. Notify Contracting Officer or designated representative immediately of any and all drains or systems that are found to be stopped or blocked. Contractor shall repair drains if so directed by the Contracting Officer or designated representative. Do not begin work of this Section until the drains are in working order.

4.8.9 Provide a method to prevent solids such as stone or mortar residue from entering the drains or drain lines. Contractor shall be responsible for cleaning out drains and drain lines that become blocked or filled by sand or any other solids because of work performed under this Contract.

4.8.10 Scaffolding, ladders and working platforms, required for the execution of this work should be provided. These items should not be attached to the building

5. GENERAL CLEANING OF EXTERIOR LIMESTONE

5.1 SUMMARY

This procedure includes guidance on the removal of surface dirt and environmental pollution on exterior limestone.

5.2 PRODUCTS

5.2.1 MANUFACTURERS

A. ProSoCo, Inc.
   www.prosoco.com

5.3 MATERIALS

A. Limestone (unpolished): Sodium hydroxide, (pH 14), undiluted such as "Sure Klean Limestone Prewash" and "Sure Klean Limestone Afterwash" (ProSoCo, Inc.), or approved equal.
1. For heavy high pollution stains, an alkaline-based prewash such as "Sure Klean 766 Limestone & Masonry Prewash" or equal, follow manufacturer's instructions including rinse cycle.

2. Followed up with "Sure Klean Limestone & Masonry Afterwash, Restoration Cleaner, or Limestone Restorer" or equal, as per manufacture's instructions.

B. Clean, potable water (heated to a temperature effective and tested for cleaning procedure and approved by RHPO).

5.4 EQUIPMENT

A. Pressure water rinsing equipment (measuring between 100 and 400 psi for low-pressure; between 400 and 1000 psi for medium pressure).

B. Fan-type spray tips (15 -45 degree fan spray)

C. Stiff fiber-bristle brushes

D. Plastic spatula

5.5 EXECUTION

5.5.1 EXAMINATION

A. Examine site conditions to determine that current drainage is sufficient for adequately and safely removing cleaning waste and run-off from the site.

B. Test clean a small, inconspicuous area to check for adverse effects and damage to the material.

5.5.2 PREPARATION

A. Protection:

1. Protect surrounding materials on the site and adjacent building surfaces from coming in contact with the cleaning materials and run-off.

2. Provide workers with necessary protection against cleaning chemicals, overspray and run-off.

3. Prevent cleaning chemicals from coming in contact with any painted, polished or metallic surfaces.
4. Divert flow of run-off to drains in compliance with municipal codes. Comply with municipal codes regarding containment and disposal of cleaning materials.

B. Surface Preparation:

1. Before proceeding with cleaning operations, remove all miscellaneous hardware, anchors and bird excrement from the surface to prevent any discoloration.

NOTE: BIRD EXCREMEMENT IN CONTACT WITH CLEANING SOLUTION WILL LEAVE A PERMANENT DARK-COLORED STAIN ON THE SURFACE.

2. Check for open holes and joints in surface and repoint mortar joints and caulk gaps around window & door openings, as required to prevent water and cleaning solutions from penetrating deeply into the wall.

3. Clean the limestone working from bottom to top.

5.5.3 ERECTION, INSTALLATION, APPLICATION

NOTE: WHEN CLEANING, AVOID OVERCLEANING. AIM FOR ACHIEVING 85% CLEAN. MOST DAMAGE OCCURS WHEN ATTEMPTING TO CLEAN THE LAST 15%.

NOTE: TEST CLEAN A SMALL AREA TO DETERMINE EFFECTIVENESS OF CLEANING METHODS, MATERIALS, EQUIPMENT AND WORKING PRESSURES SELECTED BEFORE PROCEEDING WITH CLEANING OPERATIONS ON LARGER AREAS. ADJUST METHODS, MATERIALS, EQUIPMENT, PRESSURES, ETC. AS NECESSARY. DO NOT PROCEED UNTIL AN ACCEPTABLE CLEANING OPERATION HAS BEEN APPROVED AND FULLY DOCUMENTED.

NOTE: DO NOT TREAT THE SURFACE WITH ACID CLEANER MORE THAN ONCE.

A. Pre-wet limestone surface using a low pressure wash (between 100 and 400 psi).

B. Apply a heavy coating of limestone pre-wash using a soft, nylon bristle brush. Follow manufacturer's applications instructions.

C. Allow to stand for one hour or as long as determined by testing.

D. Thoroughly rinse the surface using high pressure water (between 800 and 1000 psi). Rinse until no sudsing remains.

1. Rinse all corners, moldings, and interstices to remove all traces of chemical without damaging surrounding materials.
2. Rinse water should be heated to 150-180 degrees Fahrenheit or as determined most effective during testing.

E. While surface is still wet from rinsing off pre-wash, apply limestone afterwash with a soft, fiber bristled brush.

   1. Dilute limestone afterwash with as much water as determined effective during testing.
   2. If surface has begun to dry, re-wet before applying afterwash.
   3. Cover all corners, moldings, and interstices of the limestone.

F. Allow to stand for 3-5 minutes or as long as determined by testing.

G. Thoroughly rinse the surface using high pressure water (between 400 and 1000 psi), with a water flow of 6-8 gallons per minute.

   1. Rinse all corners, moldings, and interstices to remove all traces of chemical without damaging surrounding materials.
   2. Heat rinse water to a temperature determined most effective during testing.

6. **GENERAL CLEANING OF GRANITE**

6.1 **SUMMARY**

This procedure includes guidance on the removal of surface dirt and environmental pollution on exterior granite.

6.2 **PRODUCTS**

6.2.1 **MANUFACTURERS**

A. Diedrich Technologies, Inc.
   www.diedrichtechnologies.com

B. ProSoCo, Inc.
   www.prosoco.com

6.2.2 **MATERIALS**

A. Commercial masonry cleaner with a maximum 4% acid concentration, surfactants and wetting agents such as "Sure Klean Restoration Cleaner" - undiluted (ProSoCo, Inc.), or "Diedrich 101G Granite, Terracotta and Brick Cleaner" - diluted 1:4 to achieve a maximum 4% acid concentration (Diedrich Technologies, Inc.), or approved equal.
6.2.3 **EQUIPMENT**

A. Pressure water rinsing equipment (measuring between 100 and 400 psi for low-pressure; between 400 and 800 psi for medium pressure).

B. Fan-type spray tips (15 degree fan spray)

C. Stiff bristle brushes (non-metallic)

D. Plastic spatula

6.3 **EXECUTION**

6.3.1 **ERECTION, INSTALLATION, APPLICATION**

**NOTE:** WHEN CLEANING, AVOID OVERCLEANING. AIM FOR ACHIEVING 85% CLEAN. MOST DAMAGE OCCURS WHEN ATTEMPTING TO CLEAN THE LAST 15%.

**NOTE:** TEST CLEAN A SMALL AREA BEFORE ATTEMPTING TO CLEAN LARGE AREAS.

**NOTE:** DO NOT TREAT THE SURFACE WITH ACID CLEANER MORE THAN ONCE.

A. Saturate the granite with clean, warm water sprayed at a low pressure (between 100 and 400 psi). Remove bird excrement and debris from granite prior to the application of acidic granite cleaner.

B. Spray-apply cleaner evenly to the stained surface at 125 psi. or as recommended by manufacturer, or brush-apply cleaner using a soft fiber bristled brush.

C. Allow cleaner to stand on the surface for 3-5 minutes or as recommended by manufacturer.

D. Thoroughly rinse the surface with clean, clear water at medium pressure (between 400 and 800 psi). Nozzle should be held between 18 and 30 inches from the surface. Stone should be left clean without streaking or staining.

7. **GENERAL CONDITIONS**

7.1 **Project Schedule and Security Clearance Forms**

7.1.1 All work shall be inspected and accepted by the Contracting Officer (CO) and Contracting Officer’s Representative (COR).
7.1.2 The Contractor shall be responsible for any damage caused by a lack of protection or negligence of the contractor personnel.

7.1.3. The Contractor shall be responsible for the removal and disposal of all debris from the residence. Clean up shall be conducted at the end of each workday and at the completion of the project.

7.1.4. The Contractor shall store any material for the project in an area designated by the COR.

8. **WORK HOURS**

The Contractor shall schedule all work during weekdays Monday through Friday, between the hours of 8:00 A.M. and 4:00 P.M. excluding U.S. and Canadian holidays.

Changes in work hours shall be confirmed and approved in writing by the COR.

9. **MANAGEMENT AND SUPERVISION**

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

9.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

9.3 The Contractor shall be responsible for quality control. The Contractor shall perform its own inspection visits to the work site and shall be coordinate with the COR.

9.4 The Contractor shall be responsible for any damage caused by contractor personnel lack of protection or negligence.

9.5 Certain areas may require an escort and can only be entered during scheduled times. The COR shall provide the general instructions to the Contractor regarding security requirements so that accidental security violations do not occur.

9.6 The Contractor shall perform anchor point inspections at least once a year in Spring prior to use. Upon completion of inspection, the Contractor shall provide a report to the COR.
indicating the condition of the anchor points. Any anchor point believed to be faulty is to be tagged and not to be used until repaired.

10. **PERSONNEL**

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

10.2 **Standard of Conduct.**

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

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

10.2.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

10.2.4 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 that produce similar effects.

10.2.5 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- unauthorized use of Government property, theft, vandalism, or immoral conduct;
- unethical or improper use of official authority or credentials;
- security violations; or,
- organizing or participating in gambling in any form.

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

10.3 Personnel Security

10.3.1 The Government reserves the right to deny access to U.S owned and U.S.-operated facilities to any individual. After contract award, the Contractor has ten (10) calendar days to submit to the COR completed security forms on all Contractor personnel who shall be assigned on this contract prior to their utilization for the Government to conduct all necessary security checks. It is anticipated that the security checks will take 10 calendar days. The Government shall issue identity cards to approved Contractor personnel on accessing the Embassy, each of whom shall display his/her card(s) on the uniform at all times while on Government property. These identity cards are the property of the Government. The Contractor employee shall return the identity card when departing the Consulate.

11. MATERIALS AND EQUIPMENT

The contractor shall provide all necessary cleaning supplies and equipment to perform the work identified in this contract according to national, provincial and local building, fire, environmental, health and safety codes, etc.

12. INSURANCE

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

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

1. Bodily Injury stated in Canadian Dollars:
   
   Per Occurrence  $1,000,000.00
   Cumulative      $1,000,000.00

2. Property Damage stated in Canadian Dollars:
   
   Per Occurrence  $1,000,000.00
12.3 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

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

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

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

arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

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

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

12.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

13. LAWS AND REGULATIONS

13.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.
13.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

14. DELIVERABLES

The following items shall be delivered under this contract:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Delivery To</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Cleaning Schedule</td>
<td>1</td>
<td>COR</td>
<td>within 10 calendar days after award</td>
</tr>
<tr>
<td>b. List of Personnel</td>
<td>1</td>
<td>COR</td>
<td>within 10 calendar days after award</td>
</tr>
<tr>
<td>c. Completed Security Forms</td>
<td>1</td>
<td>COR</td>
<td>within 10 calendar days after award</td>
</tr>
<tr>
<td>d. Insurance</td>
<td>1</td>
<td>CO</td>
<td>within 10 calendar days after award</td>
</tr>
</tbody>
</table>

15. QUALITY ASSURANCE and SURVEILLANCE PLAN (QASP)

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

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>PWS Para</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services.</td>
<td>1 thru 10</td>
<td>All required services are performed and no more than one (1) customer complaint is received per month.</td>
</tr>
</tbody>
</table>

Performs all janitorial services set forth in the performance work statement (PWS)

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

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

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

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

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

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

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

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

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

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.
SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015), is incorporated by reference (see SF-1449, Block 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
   [Contracting Officer check as appropriate.]
   __ (5) [Reserved].
   __ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
   __ (10) [Reserved].
   __ (ii) Alternate I (Nov 2011) of 52.219-3.
   __ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (ii) Alternate I (Jan 2011) of 52.219-4.

__ (13) [Reserved]

__ (ii) Alternate I (Nov 2011).
__ (iii) Alternate II (Nov 2011).
__ (iii) Alternate II (Mar 2004) of 52.219-7.
__ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
__ (iii) Alternate II (Oct 2001) of 52.219-9.
__ (iv) Alternate III (Oct 2014) of 52.219-9.
__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
__ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
__ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(mi)).
__ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
__ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
__ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (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.)
__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-13.

__ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.


__ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).


__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.


X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


X (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
__ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]
__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
__ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

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


(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)


(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(ix) 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.


(xi)


(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).


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

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

(End of clause)

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. Also, the full text of a clause may be accessed electronically at: http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</td>
</tr>
<tr>
<td>52.204-12</td>
<td>DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)</td>
</tr>
<tr>
<td>52.225-14</td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)</td>
</tr>
<tr>
<td>52.228-4</td>
<td>WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)</td>
</tr>
<tr>
<td>52.229-6</td>
<td>FOREIGN FIXED PRICE CONTRACTS (FEB 2013)</td>
</tr>
<tr>
<td>52.232-39</td>
<td>UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)</td>
</tr>
</tbody>
</table>

The following FAR clauses are provided in full text:

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

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

3) 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 copy to the U.S. Embassy Ottawa, Financial Management Center, P.O. Box 866 Station B, Ottawa, ON K1P 5T1. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).
1) Name and address of the contractor.
2) Invoice date and invoice number.
3) Contract number.
4) Description, quantity, unit of measure, unit price of services performed.
5) Payment terms.
6) Name and address of contractor official to whom payment is to be sent.
7) Name, title, phone number and mailing address of person to notify in the event of a defective invoice.
8) Taxpayer Identification Number (TIN).
9) Electronic Funds Transfer (EFT) banking information

The contractor shall show applicable tax as a separate item on invoices submitted for payment.

(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:

__________________________________________________
__________________________________________________

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

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

- New Year's Day Canada & US
- Martin Luther King’s Birthday US
- Washington’s Birthday US
- Good Friday Canada
- Easter Monday Canada
- Victoria Day Canada
- Memorial Day US
- Quebec National Day (Quebec only) Canada
- Juneteenth U.S.
- Canada Day Canada
- Independence Day US
- Civic Day Canada
- Labor Day Canada & US
- Thanksgiving Day / Columbus Day Canada & US
- Remembrance Day / Veterans Day Canada & US
- Thanksgiving Day US
- Christmas Day Canada & US
- Boxing Day Canada

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.
(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor’s personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

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

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

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

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

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

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

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

652.215-70 EXAMINATION OF RECORDS. [87 FR 1082, JAN. 10, 2022]

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

(End of Clause)
SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JULY 2013) 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.

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

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

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

(3) List of clients over the past three (3) 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 Canada, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client’s contact person. In addition, the client’s contact person may be asked to comment on the offeror’s:

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

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

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
(5) The offeror shall address its plan to obtain all licenses and permits required by local law to include WSIB Clearance Certificate (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 window and stainless steel cleaning services to include but not limited to:
   (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
   (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
   (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
   (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

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

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

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an internet “search engine” (for example Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

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

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (JULY 2013)</td>
</tr>
<tr>
<td>52.209-7</td>
<td>INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
</tr>
</tbody>
</table>
52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on September 1, 2015, 10:00 A.M. at U.S. Embassy Ottawa, 490 Sussex Drive, Ottawa, ON K1P 5T1. Prospective offerors/quoters should contact Mark Pawlikowski at 613-688-5366 or Rolf Garcia at 613-688-5256 on or before noon on August 28, 2015 for additional information or to arrange entry to the building.
SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

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

- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.

- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.

- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  
  • Adequate financial resources or the ability to obtain them;
  • Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  • Satisfactory record of integrity and business ethics;
  • Necessary organization, experience, and skills or the ability to obtain them;
  • Necessary equipment and facilities or the ability to obtain them; and
  • Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAR 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through http://www.acquisition.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision-

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

“Forced or indentured child labor” means all work or service-

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

“Sensitive technology”-
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
   (i) To restrict the free flow of unbiased information in Iran; or
   (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”-
(1) Means a small business concern-
   (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern-

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

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern-
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

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

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: __________.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

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

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

(d) Representations required to implement provisions of Executive Order 11246-
(1) Previous contracts and compliance. The offeror represents that-
   (i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
   (ii) It □ has, □ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-
   (i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
   (ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

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

(2) Foreign End Products:

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>[List as necessary]</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

Other Foreign End Products:

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

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

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

Canadian or Israeli End Products:

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

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

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

Other End Products:

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

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

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

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 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 ]
(1) Listed end products.

<table>
<thead>
<tr>
<th>Listed End Product</th>
<th>Listed Countries of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

(2) □ Outside the United States.

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

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

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

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

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

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

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

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

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

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

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

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database 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).
(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

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

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

(5) Common parent.
   □ Offeror is not owned or controlled by a common parent;
   □ Name and TIN of common parent:
       Name ________________________________.
       TIN ________________________________.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

   (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
(2) Representation. By submission of its offer, the offeror represents that-
   (i) It is not an inverted domestic corporation; and
   (ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

      (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

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

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

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

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

   (1) The Offeror represents that it o has or o 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)

(End of provision)

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) 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 has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(2) 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.

(End of provision)