March 16, 2020

To: Prospective Offerors

Subject: Request for Quotations (RFQ) Number: 19RS5020Q0017
Protective Mats Rental and Cleaning Services

The Embassy of the United States of America in Moscow is soliciting quotations for a qualified contractor to provide professional Protective Mats Rental and Cleaning services in US Embassy Moscow at the address 8 Bolshoy Devyatinskiy Pereulok Moscow, Russia 121099.

Quotations are due on or before 4:00PM Moscow time on March 31, 2020 and must be hand-delivered to the following address:

Attention: Contracting Officer
Embassy of the United States of America
Bolshoy Devyatinskiy Pereulok, 8
Moscow, Russian Federation 121099

The offerors should notify the contact listed in Block 7.A of Standard Form 1449 on page 3 of this solicitation to arrange receipt of the offer.

All quotes are to be submitted in a sealed envelope addressed to the Contracting Officer and marked "Quotation 19RS5020Q0017 Enclosed." Quotes submitted electronically (e-mail) will NOT be accepted.

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

A site visit and a pre-proposal conference for this project are scheduled for 10:00 AM Moscow time on March 19, 2020 at US Embassy Moscow address listed above. All interested offerors are invited to attend and must request access at least 24 hours in advance.

Sincerely,

[Signature]

Jeffrey Klem
Contracting Officer
TABLE OF CONTENTS

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number 19RS5020Q0017, Prices, Block 23
- Continuation To SF-1449, RFQ Number 19RS5020Q0017, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment I Mats Locations and Quantities

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
E. SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO.  
3. AWARD/EFFECTIVE DATE  
4. ORDER NUMBER  
5. SOLICITATION NUMBER  
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
   a. NAME: Natalia Zernova
   b. TELEPHONE NUMBER (No collect calls): +7(495)728-5000 x6221

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY
   CODE: GSO Contracting
   Embassy of the United States of America in Moscow
   Bolshoy Devyatinsky Pereulok, 8
   Moscow, Russian Federation, 121099

10. THIS ACQUISITION IS
    a. UNRESTRICTED OR
    b. SET ASIDE ___ % FOR:
       i. SMALL BUSINESS
       ii. WOMEN-OWNED SMALL BUSINESS
       iii. HUBZONE SMALL BUSINESS
       iv. (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
       v. SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
       vi. 8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

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

13. METHOD OF SOLICITATION
    a. RFQ
    b. IFB
    c. RFP

14. ADMINISTERED BY
   CODE: 19RS50
   Contracting Officer
   Embassy of the United States of America in Moscow
   Bolshoy Devyatinsky Pereulok, 8
   Moscow, Russian Federation, 121099

15. DELIVER TO
   CODE: 19RS50
   Contracting Officer
   Embassy of the United States of America in Moscow
   Bolshoy Devyatinsky Pereulok, 8
   Moscow, Russian Federation, 121099

16. TELEPHONE NO.

17a. CONTRACTOR/OFFERER
    CODE: 19RS50
    FACILITY CODE
    TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY
    CODE: 19RS50
    Financial Management Center
    Embassy of the United States of America in Moscow
    Bolshoy Devyatinsky Pereulok, 8
    Moscow, Russian Federation, 121099

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

See Section I for the list of services to be provided.

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

25. ACCOUNTING AND APPROPRIATION DATA

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

X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

X ARE 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY 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
    NAME AND TITLE OF SIGNER (Type or print)
    DATE SIGNED

30b. NAME AND TITLE OF SIGNER (Type or print)
    DATE SIGNED

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

31b. NAME OF CONTRACTING OFFICER (Type or print)
    DATE SIGNED

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE
STANDARD FORM 1449 (REV. 02/2012)
Computer Generated
Preceded by GSA - FAR (48 CFR) 53.21
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Schedule of Supplies/Services</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
</table>

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.


40. Paid by

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. PRICES AND PERIOD OF PERFORMANCE

The purpose of this contract is to provide professional Protective Mats Rental and Cleaning service, including furnishing all labor, material, equipment and services, for US Embassy Moscow located at 8 Bolshoy Devyatinskiy Pereulock, Moscow, Russia 121099. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per monthly service that has 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 is from the start date in the Notice to Proceed and continuing for 12 months, with two one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

1.1 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

<table>
<thead>
<tr>
<th>Description of materials and services to be provided</th>
<th>Unit of Measure</th>
<th>Price per unit, RUB/$</th>
<th>Estimated quantity</th>
<th>Total estimated price, RUB/$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Season A Protective mats rental and cleaning services</td>
<td>month</td>
<td></td>
<td>7</td>
<td></td>
</tr>
</tbody>
</table>
### Season B
- Protective mats rental and cleaning services

<table>
<thead>
<tr>
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<td>month</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Protective mats rental and cleaning services</td>
<td></td>
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<td>7</td>
<td></td>
</tr>
<tr>
<td>Season B</td>
<td>month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Protective mats rental and cleaning services</td>
<td></td>
<td></td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

1.3.1 VAT, RUB/$

1.3.2 OPTION YEAR ONE TOTAL, INCLUDING VAT, RUB/$
1.4 Firm fixed unit prices for the OPTION YEAR TWO of the contract, starting two years after the date stated in the Notice to Proceed and continuing for a period of 12 months are RUB/$:

<table>
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<tr>
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<td>month</td>
<td></td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

1.4.1 VAT, RUB/$

1.4.2 OPTION YEAR TWO TOTAL, INCLUDING VAT, RUB/$

<table>
<thead>
<tr>
<th>Description of materials and services to be provided</th>
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<td>month</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.5 Grand Total of Base and All Option Years, RUB/$

<table>
<thead>
<tr>
<th>Amount, RUB/$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Year Total, excluding VAT</td>
</tr>
<tr>
<td>Option Year 1 Total, excluding VAT</td>
</tr>
<tr>
<td>Option Year 2 Total, excluding VAT</td>
</tr>
<tr>
<td>Total- Base and All Option Years, excluding VAT</td>
</tr>
<tr>
<td>Total VAT for Base and All Option Years</td>
</tr>
<tr>
<td>Grand Total- Base and All Option Years, including VAT</td>
</tr>
</tbody>
</table>

1.6 OFFERS AND PAYMENT IN US DOLLARS – U.S. firms are eligible to be paid in U.S. Dollars. U.S. Firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

FOREIGN FIRMS – Any firm, which is not a U.S. firm, is a Foreign Firm. Foreign Firms are allowed to submit quotes in U.S. Dollars or local currency. If a Foreign firm quoted its prices in local currency, the Government shall make payment in local currency. If a Foreign Firm quoted its prices in U.S. Dollars and did not possess a license to receive payments in U.S. Dollars, the Government shall
make payments in local currency (Russian Rubles) in accordance with the Central Bank of Russia official exchange rate on the day of invoice issuance.
2. SCOPE OF WORK

The purpose of this fixed price contract to provide protective mats rental and cleaning services managed by the U.S. Government at the American Embassy in Moscow, Russia at the address 8, Bolshoy Devyatinskiy Pereulock Moscow, Russia, 121099. The Contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes. The contract will be for a one-year period with two (2) one-year options.

2.1 General Instructions

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

2.2 Duties and Responsibilities

2.2.1 The Contractor shall schedule protective mats rental and cleaning services to ensure that these are done in the order and time frame that are most efficient and have the least impact on normal operations. The COR shall determine the schedules presented which meet the needs of the individual facility.

2.2.2 The Contractor shall provide competent and trained personnel. The Contractor shall insure that all personnel employed in the performance of this contract are qualified and possess the necessary licenses and work at heights permits required in their respective trades.

2.2.3 All work and procedures shall be performed in conformity with the specifications and work requirements herein and cannot be changed without the approval of the Contracting Officer (CO).

2.2.4 The Embassy reserves the right to inspect and test all the work under this contract at any time. If any of the work does not conform to the contract requirements and specifications, the Embassy may require the Contractor to perform the services again at no additional cost to the Embassy.

2.2.5 The Contractor is obligated to participate at a site visit at a time designated by the CO and inspect the work area in order to understand the existing conditions and work requirements.

2.2.6 The Contractor is required to provide submittals on each cleaning supply to be used under the contract for approval.

2.2.7 The Contracting Officer (CO) may at any time, by written order, make changes within the general scope. If such changes cause any increase in the amount due under this contract, or in the time required for its performance, the contract must be modified in writing.
2.2.8 All local and US work safety and health norms and standards apply to this contract.

3. **SAFETY AND WORK SITE PROTECTION**

3.1 The Contractor assumes absolute responsibility and liability for personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services required under this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

3.2 The Contractor shall provide employees with and require the use of safety equipment, personal protective equipment and devices necessary to protect the employee and shall ensure safety procedures are followed.

3.3 The Contractor shall provide a proper protection to areas around and on a work site, shall follow safety rules and general rules of behavior when performing works in vacant make ready and especially occupied premises.

3.4 The Contractor shall keep the project area cleaned and remove debris from the project site. Loitering around the project site is not permitted.

3.5 The Contractor shall be responsible for protecting Landlord’s and U.S. Government property on site from damage, scratch, dust, water, fire or theft and ensure caution to prevent accidents caused by various work. The Contractor shall be responsible for repairing and/or replacement of any Landlord or U.S. Government facility or areas damaged or affected by the execution of works at no additional cost to the Embassy.

3.6 The Contractor’s operations may not cause disruption of site activities. The Contractor’s operations shall not generate disagreeable environmental effects including the emission of noise, fumes or other emanations. Construction debris shall be monitored at all times. Visual or audible disturbances shall be kept to minimum, and any work progress which might cause such disturbances shall be discussed with COR in advance.

3.7 The Contractor shall immediately report each accident, irrespective of severity, to the Contracting Officer’s Representative.

4. **WORK SITE**

4.1 The work sites in US Embassy Moscow are as follows: Chancery building, Concourse and NOX building

5. **WORK SPECIFICATIONS**

The Contractor is required to perform the following services:

5.1 Mats rental and exchange services
5.1.1. Contractor shall provide the necessary number of protective (“All-weather”, rubber based) mats of five different sizes and place it to the locations indicated in Attachment # 1.

5.1.2. All mats shall be new, in good condition: dry, clean, without any visible defects or latent damages.

5.2. Embassy mats cleaning services

5.2.1. The Embassy shall provide the Contractor with 13 (thirteen) mats with size 850x2000 mm, rubber based. The mats shall remain the US. Government property. These mats shall be placed at the lobbies of the Embassy Compound residential apartments (clusters 12-24).

5.2.2. The Contractor shall pick up the mats from their locations, deliver to its cleaning facility, clean, and deliver back to the Embassy to their locations. **The Exchange schedule for these mats shall be the same as for the Contractor’s furnished mats.**

5.2.3. The Contractor shall keep Embassy owned mats in good conditions, avoid any damage to them. In the event these mats become unusable and must be replaced, the Contractor shall inform the Contracting Officer’s Representative (COR). After examination of these mats, the COR may make a decision to replace these mats at the Government’s expense.

5.2.4. If the COR determines that the Embassy owned mats were damaged due to the Contractor’s personnel negligence, the COR may request replacement of the mats at the Contractor’s expense.

5.3. Mats cleaning

5.3.1. The Contractor shall perform the regular cleaning of the mats in accordance with mats manufacturer’s instruction and recommendations on its facilities, **not on the Embassy premises.**

5.3.2. The Contractor shall not use hazardous cleaning materials, which may bring harm to the Embassy personnel, or the Embassy property. If requested, the Contractor shall submit samples of cleaning materials, detergents, etc. for approval by the COR.

6. MATS EXCHANGE SCHEDULE

6.1 Season A (wet/dirty season).

6.1.1. Season A is considered as a period **between October 01 and April 30.** During this season the Contractor shall arrange mats exchange on a **weekly basis.**

6.1.2. The number of exchanges during this period shall be between 29 and 31, depending on a year, which corresponds with number of weeks in this period.

6.2. Season B (dry/clean season)
6.2.1. Season B is considered as a period between May 01 and September 30. During this season the Contractor shall arrange mats exchange on a monthly basis.

6.2.2. The number of exchanges during this period shall be no less than 5, which corresponds with number of months in this period.

6.3. Mats exchange days

6.3.1. The Contractor shall exchange mats on weekdays, with the exception of Monday and Friday days of week as determined by the Embassy. If due to unforeseen circumstances, the Contractor cannot exchange mats on the agreed day, it may exchange mats on the following days but only upon the COR’s approval.

6.3.2. If the contractor fails to exchange mats on the agreed day or on the following day, the service shall be considered not completed and shall not be paid by the Government.

7. MATS QUANTITY

7.1. The number of mats to be used under this contract shall be fixed during the contract performance period. If the Embassy decides to change the number of mats and their sizes, this will be done in a form of the Contract’s modification approved by Contracting Officer.

7.2. Contractor furnished mats

The total number of mats and their approximate sizes should be as follows:

Mats with approximate* dimensions 850x1500 mm – 11 ea.;
Mats with approximate* dimensions 1150x2000mm – 21 ea.;
Mats with approximate* dimensions 1500x2500mm – 11 ea;
Mats with approximate* dimensions 1150x4000 mm- 24 ea.;
Mats with approximate* dimensions 1500x6000 mm- 4 ea.

*) Dimensions are approximate and based on location measurements. The Contractor can offer different sizes but they shall not exceed the above dimensions for more than 50 mm each side.

7.3. Government issued mats.
The total number of mats and their size is as follows:
850x2000 mm – 13 ea..

8. WORK SCHEDULE
8.1 This service shall be provided during the period of one year from the date of Notice to Proceed, issued by Contracting Officer (CO), with two (1) one-year options. The exact day of visits will be determined during the Post Award meeting.

8.2 Normal work periods shall be from 7:00 AM to 12:00 PM on weekdays with the exception of Monday and Friday days of week. Any changes in the work schedule or extensions of the work completion date must be authorized by the CO in writing.

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

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

9. UTILITIES

The Embassy will provide to the Contractor a basic electricity service for hand tools/equipment and a water source at no cost to the Contractor during the work period. The electricity and water shall be utilized solely for the contracted work. Toilet facilities will also be provided by the Embassy.

10. GOVERNMENT FURNISHED MATERIALS

The US Government owned mats Size 850x2000 mm – 13 ea
The U.S. Government will not provide any other labor, tools, materials or equipment for this contract.

11. CONTRACTOR’S FURNISHED MATERIAL AND EQUIPMENT

11.1 All tools and materials shall be provided by the Contractor and must meet industry standards for quality and safety. The Contractor shall use products and equipment which are effective and safe for fixtures, furnishings, and finishes in their particular applications. The COR may require the Contractor to select an alternative product or piece of equipment if the use of that particular product or piece of equipment is ineffective or tends to cause damage to or deterioration of fixtures, furnishings, or finishes in the use being made of it. Material Safety Data Sheets (MSDS) for fertilizers will be made available to the Embassy staff for reference, and the contractor must update this information as product literature is updated by product manufacturers.

11.2 All items brought into the Embassy are subject to search by Embassy security guards.

12. CLEANUP OF WORK SITE
All debris produced during the work must be removed from work site by the Contractor on a daily basis outside of the Embassy Compound. Workers shall keep the immediate work area neat and clean. The Contractor is responsible for complying with all the local industrial waste disposal codes and regulations.

13. SAFETY

13.1. The contractor assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the contractor's personnel in the performance of the services required under this contract. The contractor's assumption of absolute liability is independent of any insurance policies.

13.2. The Contractor shall provide employees with and require the use of safety equipment, personal protective equipment and devices necessary to protect the employee.

13.3. The Contractor shall immediately report each accident to the Contracting Officer’s Representative.

14. MANAGEMENT AND SUPERVISION

14.1 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 skills to be able to communicate with members of the U.S. Government staff.

14.2 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.

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

15. PERSONNEL

15.1 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.

15.2 Standard of Conduct.
15.2.1 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.

15.2.2 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.

15.2.3 Intoxicants and Narcotics. The Contractor shall prohibit its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

15.2.4 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

15.3 Notice to the Government of Labor Disputes

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

15.4 Personnel Security

15.4.1 After award of the contract, the Contractor shall within 5 calendar days provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take more than one week to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Copy of the passport

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

16. INSURANCE

16.1 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:

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

1. Bodily Injury stated in U.S. Dollars:
   - Per Occurrence $20,000.00
   - Cumulative $100,000.00

2. Property Damage stated in U.S. Dollars:
   - Per Occurrence $20,000.00
   - Cumulative $100,000.00

16.3 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.

16.4 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.

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

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

arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.
16.6 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.

16.7 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.

16.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the required insurance prior to beginning of work under the contract. The Government may rescind or terminate the contract if the Contractor fails to timely submit valid and current insurance certificates identified above.

17. LAWS AND REGULATIONS

17.1 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.

17.2 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.

18. TRANSITION PLAN

Within 10 days after contract award, the Contracting Officer may request that the Contractor develop a plan for preparing the Contractor to assume all responsibilities for flower arrangements maintenance service. The plan shall establish the projected period for completion of all clearances of Contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

19. DELIVERABLES

The following items shall be delivered under this contract:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Due</th>
<th>Submit To</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General instructions for the Contractor’s work force</td>
<td>30 calendar days after the contract award</td>
<td>COR</td>
</tr>
<tr>
<td>2</td>
<td>List of equipment, tools, cleaning supplies and materials to be used under the contract</td>
<td>Along with the quote by the quote submittal deadline</td>
<td>CO</td>
</tr>
<tr>
<td>3</td>
<td>List of personnel</td>
<td>5 calendar days after the contract award</td>
<td>COR</td>
</tr>
</tbody>
</table>
20. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Scope of Work Para</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services. Performed all services set forth in the scope of work.</td>
<td>2 through 19</td>
<td>All required services are performed and no more than two (2) customer complaints are received per month.</td>
</tr>
</tbody>
</table>

20.1 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.

20.2 STANDARD. The performance standard is that the Government receives no more than two (2) complaints per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

20.3 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.

DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the Contractor as "Government furnished property" under the contract:

The US Government owned protective mats size 850 x 2000 mm – 13 ea

Electricity, 220V 50 Hz single phase and cold water are available at the site. Electricity and water are provided at no cost to the Contractor during the work period. It shall be utilized solely for the contracted work.
# ATTACHMENT #1

**Contractor furnished mats**

<table>
<thead>
<tr>
<th>MATS LOCATION</th>
<th>Mats Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>850x1500</td>
<td>1150x2000</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Chancery main entrance lobby (Post 2) (вход в главное здание)</td>
<td>2</td>
</tr>
<tr>
<td>Chancery west entrance (Amb.hallway) западный вход у галереи</td>
<td>2</td>
</tr>
<tr>
<td>Concourse Cafeteria Entrance (вход у кафетерия)</td>
<td>1</td>
</tr>
<tr>
<td>Concourse CLO multiroom (многоцелевая комната напротив кафетерия)</td>
<td>1</td>
</tr>
<tr>
<td>Concourse Post office (на почте)</td>
<td>1</td>
</tr>
<tr>
<td>Concourse Commissary entrance lobby (вход у бара)</td>
<td>2</td>
</tr>
<tr>
<td>Concourse east elevator lobby (upper) Лифт нижнее лобби</td>
<td>2</td>
</tr>
<tr>
<td>Concourse east elevator lobby (low) Лифт верхнее лобби</td>
<td>2</td>
</tr>
<tr>
<td>Concourse GYM entrance (вход у спортзала, между дверями)</td>
<td>2</td>
</tr>
<tr>
<td>Concourse GYM entrance lobby (вход у спортзала, корридор)</td>
<td>3</td>
</tr>
<tr>
<td>Concourse MED.Unit North entrance (Медпункт, северный вход)</td>
<td>1</td>
</tr>
<tr>
<td>Concourse Med Unit, South Entrance (Медпункт,Южный вход)</td>
<td>1</td>
</tr>
<tr>
<td>Concourse North garage entrance (вход у сев.гаража)</td>
<td>1</td>
</tr>
<tr>
<td>Concourse Day Care (детский сад)</td>
<td>3</td>
</tr>
<tr>
<td>Compound Quarters 25-37 ( квартиры на верхней улице)</td>
<td>13</td>
</tr>
<tr>
<td>Compound North Gate (северные ворота)</td>
<td>1</td>
</tr>
<tr>
<td>Compound South Gate (южные ворота)</td>
<td>1</td>
</tr>
<tr>
<td>Consular CAC (здание КПП консульского отдела)</td>
<td>1</td>
</tr>
<tr>
<td>NOX ground level South public entrance (main) (главный вход в консульский отдел)</td>
<td>2</td>
</tr>
<tr>
<td>NOX ground level North residential entrance (вход в квартиры)</td>
<td>2</td>
</tr>
<tr>
<td>NOX concourse level West entrance (Flag pole entrance) (вход со стороны флага)</td>
<td>2</td>
</tr>
<tr>
<td>NOX concourse level Office elevator lobby (около лифтов)</td>
<td>3</td>
</tr>
<tr>
<td>Parking CAC (КПП -ворота на парковку)</td>
<td>1</td>
</tr>
<tr>
<td>NOX elevator lobby (residential entrance) - (жилая зона около лифтов)</td>
<td>2</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>11</strong></td>
</tr>
</tbody>
</table>

**Government furnished mats**

<table>
<thead>
<tr>
<th>Mats location</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>850x2000</td>
<td></td>
</tr>
<tr>
<td>Compound Quarters 12-24 ( квартиры на Нижней улице)</td>
<td><strong>13</strong></td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>13</strong></td>
</tr>
</tbody>
</table>
SECTION 2 - CONTRACT CLAUSES

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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2019)

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

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

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

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

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


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


__ (3a) 52.203-17, Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights (Apr 2014)


__ (5) [Reserved].


(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 (Nov 2011) of 52.219-4.


(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).


(iii) Alternate II (Mar 2004) of 52.219-7.


(ii) Alternate I (Jan 2011) of 52.219-8.

(iii) Alternate II (Nov 2011).

(iv) Alternate III (Nov 2011).

(v) Alternate IV (Aug 2018) of 52.219-8.

(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).


(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Nov 2016) of 52.219-9.


(18) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).


(21) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(22) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

(23) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

(24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).


(26) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(28) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(ii) Alternate I (Feb 1999) of 52.222-26.
(ii) Alternate I (JULY 2014) of 52.222-35.
(ii) Alternate I (JULY 2014) of 52.222-36.
___ (34) 52.222-54, Employment Eligibility Verification (OCT 2015) (Executive Order 12989).
(Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
___ (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)). (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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
___ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
___ (39)(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.
___ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
___ (ii) Alternate I (Jun 2014) of 52.223-16.
X_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
___ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
___ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
___ (ii) Alternate I (JAN 2017) of 52.224-3.
___ (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.


(49) 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).


(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).


(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).


(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

(60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(iii) Alternate II (FEB 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).


(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)
(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
(iv) 52.204-25 Prohibition on Contracting for Certain Telecommunications or Equipment (AUG 2019)
(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(vi) 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.
(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
(viii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
(xii) 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.
(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(B) Alternate I (Jan 2017) of 52.224-3.
(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxiii) 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:


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 https://www.ecfr.gov/cgi-bin/text-index?SID=2e978208d0d2a44f9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT</td>
</tr>
<tr>
<td></td>
<td>TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)</td>
</tr>
<tr>
<td>52.225-14</td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)</td>
</tr>
<tr>
<td>52.228-5</td>
<td>INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)</td>
</tr>
<tr>
<td>52.229-6</td>
<td>FOREIGN FIXED PRICE CONTRACTS (FEB 2013)</td>
</tr>
<tr>
<td>52.232-40</td>
<td>PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)</td>
</tr>
<tr>
<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</td>
</tr>
</tbody>
</table>

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)
OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 (three) years.

(Aend of clause)

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

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

(End of clause)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

2) Clearly identify themselves and their contractor affiliation in meetings;

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

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

(End of clause)

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 to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

Financial Management Center
US Embassy Moscow
8 Bolshoy Devyatinskiy Pereulock
Moscow 121099 Russia

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


(End of clause)

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

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

- New Year’s Day (American, Russian)
- Orthodox Christmas (Russian)
- Martin Luther King’s Birthday (American)
- Washington’s Birthday (American)
- Russian Army Day (Russian)
- International Women’s Day (Russian)
- International Labor Day (Russian)
- Victory Day (Russian)
- Memorial Day (American)
- Independence Day (Russian, American)
- Labor Day (American)
- Columbus Day (American)
- Day of National Unity (Russian)
- Veterans Day (American)
- Thanksgiving Day (American)
- Christmas Day (American)
Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

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

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

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

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

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

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

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

(End of clause)

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

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

(a) The COR for this contract is Building Maintenance Supervisor

(End of clause)
652.242-73  AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

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

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

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

(End of clause)
SECTION 3 - SOLICITATION PROVISIONS

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

_FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2018), 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 U.S. 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;

1. List of clients over the past 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 Russian Federation 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.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

6. The offeror’s strategic plan for Protective Carpets Rental and 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.
   (e) Financial Statement
   (f) Safety Plan
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:

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:

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25 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 March XX 2020 ____ (date) at XX (local time) at US Embassy Moscow at the address 8 Bolshoy Devyatinskiy Pereulock Moscow 121099 Russia. Prospective offerors/quoters should contact ______________ for additional information or to arrange entry to the building.

The following DOSAR provision(s) is/are provided in full text:
652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:
(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

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

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

(End of provision)
SECTION 4 - EVALUATION FACTORS

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

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

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

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

- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - 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.
The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)
   The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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

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

   (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

   (b) For acquisitions conducted using negotiation procedures—

      (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

      (2) On the date specified for receipt of proposal revisions.
52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (DEC 2019)

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

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

40
(1) PSC 5510, Lumber and Related Basic Wood Materials;

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

“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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   (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).

(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

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

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

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

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

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

   (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: ________________________________.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of the Federal Government.

(4) **Type of organization.**

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other ________________________________.

(5) **Common parent.**

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name ________________________________.

TIN ________________________________.

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

(n) **Prohibition on Contracting with Inverted Domestic Corporations.** (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

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

   (ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

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

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

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

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

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

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

Immediate owner CAGE code: ____________________

Immediate owner legal name: ____________________

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

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.
(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

   Highest-level owner CAGE code: ________________.

   Highest-level owner legal name: ________________.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

   (1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.
(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

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

Predecessor legal name: .

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)] (i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

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

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

(2) The Offeror represents that it □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)
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:

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)