

**GRILLS PURCHASE AND/OR INSTALL
COMMERCIAL ITEMS FORMAT**
**IAW FAR 25.401(b) (1), this contract format is exempt from
WTO GPA and FedBizOps Notice Requirements**

LAYOUT OF THIS MODEL

- List of Updates to the Model Contract
- Tick List for the Contracting Officer
- Sample Cover Letter
- Contract Table of Contents
- Model Contract

UPDATES TO THE MODEL

12/11/13 - Update FAC 2005-64 thru 69 (52.204-7, 52.204-12, 52.204-13, 52.212-3, 52.212-4, 52.212-5, 52.229-6, and 52.232-39), PIB 2012-16 (52.232-99 Deviation already included in models)

08/23/13 – Verified DBA language correct

08/23/13 – Updated VAT, Section 1.II.A., Block 23 or Pricing Section

05/21/13 – Update VAT info, Block 23, 2.A.

05/13/13 – Update Section 3

03/21/13 – Update FAC 2012-18

02/07/13 – Updated FAC 2005 – 60, 61, 62, 63; (52.212-3, 52-212-5 and 52.225-25)

12/12/12 – Deleted Acquisition Method reg CI Test Program

09/13/12 – Update PIB 2012-16, 17, 18

05/23/12 - Update FAC 2005-56-59, PIB 2012-11 (52.212-3, and 52.212-5) and PIB 2012-11 and PIB 2013-10

02/21/12 – Update per FAC 2005-55 (52.212-1, 52.212-4, and 52.212-5)

12/09/11 – Update FAC 2005-54: 52.212-3 and 52.212-5

08/05/11 – Update FAC 2005-53 (52.212-5)

07/21/11 – Updates required by DOSAR (652.204-70; 652.237-71)

07/05/11 – Update FAC 2005-52 (52.212-3 and 52.212-5)

04/08/11 – Update FAC 2005-51

04/04/11 – Update FAC 2005-48, 49, and 50.

02/25/11 – Correction to update FAC 2005-47

02/22/11 – Updated per FAC 2011-7 by deleted 52.209-8 and replacing with 52.209-9
ALT 1

01/21/11 – Updated per FAC 47-48 and PIB 2011-03, 52.204-9, 52.209-8 and 52.212-3

10/20/10 – Updated 52.212-3

10/08/10 – Updated 52.212-5

09/08/10 - FAC 2005-45 to update 52.212-3, 52.212-5

07/22/10 - FAC 2005-44 to update 52.212-5

07/14/10 – FAC 2005-43 update to (52.212-5 and 52.222-19)

07/01/10 – Update FAC 2005-42 (52.212-5)

06/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

04/29/10 - No change required by FAC 2005-41

04/23/10 – No change required by FAC 2005-39; Changes required by FAC 2005-40
(52.209-7, 52.209-8, 52.212-5)

01/13/10 – Change required by FAC 2005-38 (52.212-5)

09/08/09 – Change in #32 under FAR 52.212-5

08/28/09 – Change required by FAC 2005-35 and 36 (52.212-3 and 5)

08/14/09 – Change required by FAC 2005-34 (52.212-3)

06/29/09 - Change required by FAC 2005-32 & 33 (52.212-3 and 5)

05/21/09 – Change to 52.212-3

02/25/09 - Change required by FAC 2005-29 and 30 (52.212-5, 52.212-3, 652.206-70)

12/19/08 – Change required by FAC 2005-28 (52.212-5)

10/08/08 – Update FAC 27 (52.212-4 and 52.212-5)

07/28/08 – Change required by PIB 2008-20, inclusion of Contractor Identification clause

07/07/08 – Update required by FAC 2005-26 (52.212-1, 52.212-3, 52.212-5)

06/26/08 – Update FAC 23-25 (52.212-1, 52.212-3, 52.212-5, 52.222-19, 52.204-6)

05/30/08 – Added note to include 52.225-19 if danger post

01/31/08 – No update required by FAC 2005-23

12/03/07 – Change required by FAC 2005-21 and 22

09/20/07 - No update required by FAC 2005-20

09/05/07 – Change required by FAC 2005-19 (update) (52.204-9, 52.212-5 & 52.212-3)

08/15/07 – Change required by PIB 2007-23 (Add DOSAR 652.204-70, Delete DOSAR 652.237-71) and add DOSAR 652.228-70

07/17/07 – Change required by FAC 2005-18 – no change required

07/09/07 – No change required by FAC 2005-17

03/26/07 – Change required by FAC 2005-16 (update) (52.212-5)

12/15/06 – Change required by FAC 2005-15 (update) (52.212-4)

12/13/06 - Change required by FAC 2005-14 (update) (52.212-3 and 52.212-5)

12/04/06 – Update per FAC 2005-13 (FAR 53.212-1, 52.212-3 and 52.212-5)

08/08/06 – Update per FAC 2005-12 (FAR 52.212-5)

08/03/06 – Change to FAR internet reference

07/21/06 - No change required by FAC 2005-11

07/10/06 – Change required by FAC 2005-10 (52.212-3, 52.212-5, 52.204-7)

07/02/06 – Change required by FAC 2005-9 (update FAR 52.204-9 and 652.237-71)

06/22/05 – Change required by FAC 2005-9 (update 52.212-5)

02/07/06 - Updated per FAC 2005-07 (update FAR 52.212-5 in full text and FAR 52.212-1)

01/19/06 – Updated per FAC 2005-08 (update FAR 52.212-5)

10/19/05 – Update per FAC 2005-06 (52.212-4 and 52.212-5)

08/19/05 – No update per FAC2005-05

06/28/05 - Changed Required by FAC 2005-04(update FAR 52.212-5)

05/11/05 – Changes required by FAC 2005-3 (update FAR 52.212-5)

04/08/05 – Changes required by FAC 2005-1 and 2005-2 (update FAR 52.212-3 to MAR 2005)

02/17/05 – Updated 52.212-5, 52.212-1, and 52.212-3

11/02/04 – Updated 52.212-5 Section 2 (FAC 2001-25)

07/06/04 – Updated 52.212-5 and 52.225-5 Section 2 (FAC 2001-24)

06/30/04 – Update 52.219-1 in instructions, updated 52.212-3 and 52.212-5 (FAC 2001-23)

04/26/04 - Revised PIB 2004-25 updated DOSAR 652.237-72, Deleted DOSAR 652.228-70

04/16/04 – Revised for FAC 2001-21 and FAC 2001–22 at FAR 52.212-5.

01/30/04 – No change for FAC 2001-17, FAC 2001-18 (update 52.212-1) and FAC 2001-19 (update 52.212-5)

10/17/03 – Updated FAC 2001-16 (FAR 52.204-7, 52.212-4, 52.212-1, 52.212-5)

08/04/03 – Updated FAR 52.212-1 per FAC 2001-15

06/20/03 - Updated FAR 52.245-4 and 52.212-3 for FAC 2001-14.

03/18/03 – Updated FAR 52.212-5 for FAC 2001-13

03/18/03 – No update needed for FAC 2001-12.

01/15/03 - No update needed for FAC 2001-11

12/18/02 – No revisions required by FAC 2001-10.

07/16/02 - Updated FAR 52.212-3 for FAC 2001-8

05/28/02 - Updated FAR 52.212-3 and 52.212-5 to MAY 2002 versions per FAC 2001-7.

04/01/02 - Updated for 2001-6 – FAR 52.219-1 (APR 2002) and updated FAR 52.212-3 (APR 2002)

02/15/02 – Updated for FACs 2001-2, 3, and 4. Section 2, 52.212-5 and 52.212-5, Section 5, 52.212-3

11/05/01 – Updated for FAC 2002-1, Section 2, FAR 52.212-4 and 52.212-5.

10/16/01 – Updated Section 2, 52.212-5 for the applicability of 52.225-13, Restrictions on Certain Foreign Purchases

CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

- Instructions for Solicitation for Fabrication and Installation of Forced Entry Window Grilles
- General - The attached model solicitation (Request for Quotations or RFQ) is prepared in the commercial item format prescribed in FAR 12.303.
- The requiring office must obtain a waiver from DHS under Safety Act or designation of coverage. DHS ruling will determine which FAR clauses to be included per PIB 2008-07. Link to PIBs on A/OPE intranet site at:
http://aoeped.a.state.gov/content.asp?content_id=86&menu_id=50
- Always use A/OPE's most recent contract model. Do not recycle an older version. The FAR clauses in the Contract Models are updated many times each year. Link to contract models on A/OPE intranet site at:
http://aopeead.a.state.gov/content.asp?content_id=8&menu_id=47
- In the documentation to the A/OPE Desk Officer, Contracting Officer has stated the file name of the model the Contracting Officer has copied from A/OPE's intranet site at:
http://aopeead.a.state.gov/content.asp?content_id=8&menu_id=47
- Instructions for each “[*Note to Contracting Officer*]” have been followed
- Offeror and Contracting Officer have completed all appropriate fill-in-the-blank sections, many of which are denoted by “[]”
- FAR part 12 addresses commercial item acquisitions. FAR part 2 defines a commercial item. If you are uncertain whether these services in the host country fall within the commercial item definition, please contact your A/OPE Desk Officer, who will assist you in making that decision. Link to the FAR at:
<http://acquisition.gov/far/index.html>
- If you have questions about FAR Provisions and Clauses, consult FAR subpart 52.3, the Provision and Clause Matrix, at
http://acquisition.gov/far/current/html/52_301Matrix.html. Do not delete any provisions or clauses without talking with your A/OPE Desk Officer.
- You have coordinated the tasks with the Requirements Office to ensure all tasks are necessary.
- REQUIRED** – Before sending to A/OPE for review, all modified clauses are **highlighted** unless the instructions for that clause in the model expressly state that post should modify the clause to reflect post specifics.

- REQUIRED - Rationale for this modification has been included in the memo requesting review from A/OPE.
- Highlights** have been removed before issuing solicitation
- Cover Page of Solicitation
 - For commercial item contracts/purchase orders **exceeding \$150,000**, use the SF-1449 as the cover page.
 - For commercial item contracts/purchase orders **of \$150,000 or less**, use either the SF-1449 (which can be used for the RFQ and award) or the SF-18 (for the RFQ) and OF-347 (for the award). If the SF-18 is used:
 - Include FAR clause 52.212-4 and provision 52.212-1, either by reference or in full text (this clause and provision are included on the SF-1449 by reference in block 27, but not on the SF-18); and
 - Correct all references to the SF-1449. **Consequently, it would be simpler to use the SF-1449 in all cases when buying services as a commercial item.**
 - For commercial item contracts/purchase orders of up to \$5.5 million, use a Request for Quotations (RFQ) number, rather than a Request for Proposals (RFP) number.
- Fill-Ins and Add-Ins -- The solicitation contains several FAR clauses that must be filled in, either by you (before the RFQ is released) or by the offeror/quoter, before submitting the document to you. These fill-ins are as follows:
 - Contracting Officer completes:
 - 52.217-9, Option to Extend the Term of the Contract
 - 52.232-19, Availability of Funds for the Next Fiscal Year
 - Offeror/quoter completes:
 - 52.212-3, Offeror Representations and Certifications--Commercial Items
- Bio-preferred products - If US firms or products are being solicited then include 52.223-1 and 52.223-2 in the solicitation/contract. Place in Section 2.

- Appropriate information has been entered into all blank fields
- Your A/OPE Desk Officer has approved this document when and where approval is appropriate
- Tailoring of FAR clauses - Some tailoring of FAR clauses is permissible, but this should rarely occur. In the model, the addendum for both FAR clause 52.212-4 and FAR provision 52.212-1 shows no tailoring. If you need to tailor this clause, please contact your A/OPE Desk Officer for guidance.
- The entire contract model, including all completed tick lists and instructions, has been saved somewhere for your records so you'll have a history of what you've done.
- "Model Updates" at the beginning of this document were deleted before final printing.
- ALL "Tick List and Guidance" comments have been deleted before final printing.
- "[*Notes to Contracting Officer*]" which are embedded in the model have been deleted before final printing
- Contracting Officer has read the document before it has been submitted to A/OPE for review.
- Contracting Officer has made sure all A/OPE comments are incorporated before issuance.
- Contracting Officer has actually read the final document before distribution.
- The document makes sense to both you and your A/OPE Desk Officer
- The Proposal due date is listed per instructions in FAR part 5. Also, the Contracting Officer has ensured this due date does not fall on an Embassy holiday or weekend. Link to the FAR at: <http://acquisition.gov/far/index.html>
- PIB 2007-14 has been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. When in doubt, contact your A/OPE Desk Officer. Link to PIBs on A/OPE intranet site at: http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50

- The proposed COR has been notified of all required training as set forth in DOSAR subpart 642 to ensure these requirements have been satisfied prior to or at the time of award. Link to DOSAR at:
<http://aope.a.state.gov/dosar/fullscreen.asp>
- Contracting Officer has negotiated for the lowest priced technically acceptable offer.
- Defense Base Act Insurance clauses reviewed and modified
 - When the Contracting Officer has a reasonable expectation that no covered contractor employees (for definition of covered versus non covered employees, see PIB 2009-20 on A/OPE intranet site at:
http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50) will be included in the offers (e.g., offers will come from local overseas contractors and the work is to be performed in a country that has local workers' compensation laws), the Contracting Officer shall include the following FAR clause and DOSAR provision in the document:
 - FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas*; place in Section 2
 - Provision entitled *Defense Base Act – Covered Contractor Employees*; place in Section 5
 - If, in response to the document, any offeror knows that they will employ covered employees, the offeror is required to notify the Contracting Officer prior to the closing date.
 - The Contracting Officer shall then amend the document to add a line item in Section 1 (see sample language in B.2.7 and actual item in B.3.6 of the LGP model). Link to LGP contract model at:
http://aopeead.a.state.gov/content.asp?content_id=7&menu_id=46
 - If covered employees will be employed, delete the following
 - Provision entitled 652.228-70 *Defense Base Act – Covered Contractor Employees* from Section 2.

Also add the following clauses/provisions if using covered employees:

- FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place in Section 2.
- DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place in Section 2. If this clause is used mark paragraphs b, c, d, e and f as “RESERVED.”
- Offerors shall be given additional time to incorporate the DBA contractor rates into their proposed prices.
- Section 3 Completed. Pre-Proposal Conference/Site Visit - If there will be a pre-proposal conference or site visit, provide information in a cover letter to the solicitation. You may use the pre-proposal conference/site visit language from any of the other A/OPE model solicitations and add to Section 3. Link to contract models on A/OPE intranet site at: http://aopeead.a.state.gov/content.asp?content_id=8&menu_id=47
- SECTION 5 COMPLETED - American Business Sources
 - For Section 5 inserts which follow, you have deleted all instructions such as ***“[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]”***
 - All tick marks such as this one “[]” have been appropriately ticked
 - If you know or expect that American businesses may submit a proposal, you must include the following solicitation provision, in addition to the other certifications contained in this solicitation. This certification is used to determine whether the firm is considered small by the Small Business Administration (SBA).
 - If you receive an offer from a small business, and you determine that firm to be non-responsible, then you must refer the matter to A/OPE and A/SDBU for referral to SBA; any determination of non-responsibility of an American small business must be referred to SBA prior to award of the contract. SBA will then determine whether to issue a Certificate of Competency (SBA) attesting to the firm's ability to perform the contract. For more information, see FAR 19.000(b) and 19.6. Link to the FAR at: <http://acquisition.gov/far/index.html>

- If the above conditions are met, include the following at the end of Section 5 and number as the next sequential number in the Section 5 series.

52.219-1 Small Business Program Representations (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541990**.

(2) The small business size standard is **\$14.0 Million USD**.

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

(b) Representations.

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

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

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

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It o is, o 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 o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(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.

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

“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 the size standard in paragraph (a) of this provision.

“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 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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to

section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment;

and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

If US firms are being solicited/awarded a contract the following FAR clause must be provided in full text:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be –

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Department of Labor, Office of Labor-Management Standards (OLMS) web site at:

<http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

Inherently Governmental Function (IGF): Reminder for Requiring Offices - All requirements for new services must undergo a pre-award assessment by the Requiring Office to ensure the statement of work does not include any inherently governmental functions. The Form DS-4208, Request for Services Contract Approval, found in PIB 2012-11, attachment 1, is available on e-Forms and will be used to meet this

requirement.” Link to PIBs on A/OPE intranet site at:

http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50

Third Country Nationals (TCN): The clause Recruitment of Third Country Nationals for Performance on Department of State Contracts shall be included in any solicitation and contract (including commercial items) valued over \$150,000 requiring non-professional labor where contract performance will require recruitment of third country national labor specifically for contract performance Contractors shall submit Recruitment and Housing Plans as appropriate and shall be evaluated and contracts shall only be awarded to contractors submitting acceptable plans.(PIB 2012-10) Link to PIBs on A/OPE intranet site at:

http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS

(February 28, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plan

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

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

c. Provide sample recruitment agreement in English.

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

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

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

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

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

3. The offeror will submit a **Housing Plan** if the Contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.

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

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

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

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.

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

h. The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

COVER PAGE INSTRUCTIONS

[Note to Contracting Officer: Use either the SF-1449 or SF-18 as the cover page.

- *See the Overseas Cookbook, Chapter 8 for instructions on how to complete the SF-1449. This example is actually an SF-1449 completed for contract award. When completing an SF-1449 for purposes of a solicitation cover page, fill in the following blanks, following the Overseas Cookbook sample. All other blanks are left uncompleted at this time:*
- *Block 5*
- *Block 6*
- *Block 7a and b*
- *Block 8*
- *Block 9*
- *Block 10*
- *Block 11, if applicable*
- *Block 14*
- *Block 15*
- *Block 20 (fill in brief description of what is being purchased followed by “See Attached”*
- *Block 27a and 27b*

See Overseas Cookbook, Chapter 2 for instructions on how to complete the SF-18.]

SAMPLE COVER LETTER TO PROSPECTIVE QUOTERS

[Note to Contracting Officer: Insert date]

[Note to Contracting Officer: Insert inside address]

Dear Prospective Quoter:

SUBJECT: Solicitation Number *[Note to Contracting Officer: Insert number and title of project]*

The Embassy of the United States of America invites you to submit a quotation for *[Note to Contracting Officer: Insert a brief description of project scope, location of site]*.

The Embassy intends to conduct a pre-quotation conference at the site, and all prospective quoters who have received a solicitation package will be invited to attend. See Section 3 of the attached Request for Quotations (RFQ).

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the *[Note to Contracting Officer: Insert name of Contracting Officer, Address]* on or before *[Note to Contracting Officer: Insert solicitation closing time]* on *[Note to Contracting Officer: Insert solicitation closing date]*. No quotation will be accepted after this time.

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

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

Direct any questions regarding this solicitation to *[Note to Contracting Officer: Insert name]* by letter or by telephone *[Note to Contracting Officer: Insert telephone number]* during regular business hours.

Sincerely,

[Note to Contracting Officer: Insert name]
Contracting Officer

TABLE OF CONTENTS

Section 1 - The Schedule

- SF 18 or SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number [*Note to Contracting Officer: Insert Number*], Prices, Block 23
- Continuation To SF-1449, RFQ Number [*Note to Contracting Officer: Insert Number*], Schedule Of Supplies/Services, Block 20
Description/Specifications/Work Statement
- Attachment 1 Drawings and Scope of Work
- Attachment 2 Government Furnished Property
- Attachment 3 12 FAH 5 (applicable pages)
- Attachment 4 References and Standards

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

COVER PAGE

[Note to Contracting Officer: Insert Cover Page SF1449]

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER S- [*Note to Contracting Officer: Insert number*]
PRICES, BLOCK 23

1. Scope of Work - The Contractor shall furnish forced entry (FE) window grilles as described in Attachments 1 through 4 which are the specifications. The contract type will be firm-fixed price.
2. Pricing - The Contractor shall provide Forced Entry Window Grilles and components, including packaging and shipping to the destination set forth below in this Section 1. The prices listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit, packaging, transportation, and all local or federal taxes, if applicable.

A. VALUE ADDED TAX

[Note to Contracting Officer: Does VAT get included in the solicitation?]

You need to understand the VAT process of the host government in order to determine if or how VAT should be incorporated into this solicitation. Select either VAT Version A or VAT Version B.

Is this acquisition using Foreign Assistance Funds? If yes you must include one of the versions below.

Use VAT Version A if the Contractor must invoice the USG and pay VAT to the host government even if the host government later reimburses post. If Version A is selected, Contracting Officer must:

State whether the full VAT amount is charged on all aspects of the contract and provide a separate line item with a firm fixed priced amount (not a percentage).

Use VAT Version B if the Contractor will not be required to invoice for and pay VAT to the host government, either because the host country has no VAT or because the embassy has a tax exemption certificate that relieves our service contractors from collecting and paying VAT. Note that these exemptions frequently only apply when the embassy is directly purchasing goods and do not exempt a service contractor from charging and paying VAT. If the embassy has this certificate, a copy of it or the number of it will need to be furnished to the Contractor for use under this contract.]

VAT VERSION A

VALUE ADDED TAX. Value Added Tax (VAT) is included in the CLIN rates or 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. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

OR

VAT VERSION B

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

B. [Note to Contracting Officer: You may need to revise this pricing schedule to show a separate line item for each different size window grille. Follow the format below, but revise the Item Descriptions to fit your requirement.]

[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]

Item Number	Item Description	Quantity	Unit Price	Total Price
1	Forced Entry Window Grills	(each)		
2	Installation of Grills	1 (lot)		
3	VAT <i>[Note to Contracting Officer: Add in, if applicable]</i>			
Total Contract Price (Paid in local currency)				

CONTINUATION TO SF-1449
RFQ NUMBER *[Note to Contracting Officer: Insert number]*
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. SPECIFICATIONS

The purpose of this firm-fixed price contract is to obtain Forced Entry (FE) Window Grilles meeting Department of State (DOS) standards and approval by DS/PSP/PSD, in accordance with the Specifications and References and Standards provided under this Section in Attachments 1 through 4.

[Note to Contracting Officer: When assembling this RFQ, the specifications for the Attachment are as follows:]

ATTACHMENT 1- the drawings showing size and location of each window to be covered;

ATTACHMENT 2 – the pages covering M/OBO Master Spec section 10243 *[Note to Contracting Officer: Remove the Instructions and add site specific requirements];*

ATTACHMENT 3 - the 3 pages of 12 FAH-5 *[Note to Contracting Officer: Attach 5- minute forced entry requirements or 15- minute forced entry requirements]*

ATTACHMENT 4 - the References and Standards Listing *[Note to Contracting Officer: Get this from M/OBO/CFSM/SM]*

2. PERFORMANCE PERIOD, DELIVERABLES, AND DUE DATES

(a) 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 *[Note to Contracting Officer: Fill in number]* ___ days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start. *[Note to Contracting Officer: Obtain sample notice to proceed from A/OPE web site on Internet or Intranet under “Letters and other documents.”* An alternate method of stating a performance period is with specific dates (such as January 1 through December 31); revise this section if using the alternative.]

All work under this contract shall not exceed *[Note to Contracting Officer: Identify specific number of calendar days]* days after the start date shown in the Notice to Proceed.

(b) The Contractor shall deliver to the address in paragraph 3 below the submittals required by Attachment 2, Section 10243, paragraph 1.1, 1.3, and 3.2 not later than twenty-one days after contract award. It is anticipated that Government review and

comment/approval will be completed within two weeks of receipt of the submittals and drawings.

(c) The Contractor shall deliver to the address in paragraph 3 below, all items priced in paragraph 2, continuation block 23 above and the installation instructions required in Attachment 2, Section 10243, paragraph 3.2 of this contract not later than 120 calendar days from Government approval of the submittals addressed in paragraph (a) above.

3. PLACE OF DELIVERY

(a) The Contractor shall deliver the submittals addressed in paragraph 2 above to the following address:

[Note to Contracting Officer: Complete with Embassy address]

Send (1) copy to:

Send (2) copies to:

U.S. Department of State
M/OBO/CFSM/SM
P.O. Box 12248
Room 711, SA-6
Arlington, VA 22219

4. REINSTALLATION - The Contractor shall reinstall any shades, blinds, draperies, and other window dressing elements temporarily removed to facilitate the grille installation.

5. WARRANTY - The Contractor warrants items and services provided under FAR 52.212-4. The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified, but not later than completion and acceptance of all work under this contract.

6. RERSERVED

7. DELIVERABLES - The following items shall be delivered under this contract:			
Description	Quantity	Delivery Date	Deliver To
Insurance Certificate	1	10 days after Award	Contracting Officer
Safety Plan	1	10 days after Award	Contracting Officer's Rep
List of Personnel	1	10 days after Award	Contracting Officer's Rep
Construction Schedule	1	10 days after Award	Contracting Officer's Rep

8. PERSONNEL REQUIREMENTS

8.1 REMOVAL OF PERSONNEL

The Contractor shall:

- (a) Maintain discipline at the site and at all times;
- (b) Take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
- (c) Take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require, in writing, that the Contractor remove from the work site any employee that the Contracting Officer determines:

- (a) Incompetent,
- (b) Careless,
- (c) Insubordinate or
- (d) Otherwise objectionable, or

- (e) Whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

8.2 CONSTRUCTION PERSONNEL SECURITY - After award of the contract, the Contractor has ten (10) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct security checks. It is anticipated that security checks will take *[Note to Contracting Officer: Insert number of days]* ___ days to perform. For each individual the list shall include:

- (a) Full Name
- (b) Place and Date of Birth
- (c) Current Address
- (d) Identification Number

[Note to Contracting Officer: Insert other information required]

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

8.3 LANGUAGE PROFICIENCY - The Contractor's Manager assigned by the Contractor to superintend the work on-site, as required by FAR 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

9. UTILITIES - The Government cannot ensure that utilities will be available at all properties at all times. The Contractor shall have an alternate source of power (e.g., generator) available. The Contractor shall not adjust the heating or air conditioning controls in properties with utilities turned on to maintain temperature. The Contractor shall have its own source of water available for clean up in the event that water has been turned off in the property for winterization of the plumbing system.

10. INSURANCE

Amount of Insurance - The Contractor shall provide and maintain during the entire performance period the following insurance amounts and comply with FAR 52.228-5, "Insurance Work on a Government Installation."

The Contractor shall include all costs in their offers for General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury, On or Off the Site, in US Dollars	
Per Occurrence	<i>[Note to Contracting Officer: Insert amounts in USD]</i>
Cumulative	<i>[Note to Contracting Officer: Insert amounts in USD]</i>
2. Property Damage, On or Off the Site, in US Dollars	
Per Occurrence	<i>[Note to Contracting Officer: Insert amounts in USD]</i>
Cumulative	<i>[Note to Contracting Officer: Insert amounts in USD]</i>

The Contractor shall obtain any other types of insurance required by local law. The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims, except in the instance of gross negligence on the part of the Government.

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

Government as Additional Insured - The Contractor shall name "the United States of America, acting by and through the Department of State", on a General Liability Policy as an additional insured with respect to operations performed under this contract.

Time for Submission of Evidence of Insurance - The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

11. LAWS AND REGULATIONS

11.1 COMPLIANCE REQUIRED - The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer.

Unless directed by the Contracting Officer, the Contractor shall comply with the more stringent of:

- (a) The requirements of such laws, regulations, and orders; or
- (b) The contract.

If a conflict among the contract and such laws, regulations, and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

11.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS - The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless doing so would be inconsistent with the requirements of this contract.

11.3 SUBCONTRACTORS - The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all required licenses and permits.

11.4 EVIDENCE OF COMPLIANCE - The Contractor shall submit proper documentation and evidence of compliance with this clause to the Contracting Officer.

12. SAFETY AND ACCIDENT PREVENTION

(a) General. The Contractor shall provide and maintain work environments and procedures that will:

- (1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
- (2) Avoid interruptions of Government operations and delays in project completion dates; and
- (3) Control costs in the performance of this contract. For these purposes, the contractor shall: (i) Provide appropriate safety barricades, signs and signal lights; (ii) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and (iii) Take any additional measures the Contracting Officer determines to be reasonably necessary for this purpose.
- (iv) ***[Note to Contracting Officer: If work involves: (a) scaffolding or other work at heights above 2 meters, (b) trenches or other excavation greater than 1 meter, (c) earth moving equipment, electrical hazards, (d) work in confined space (limited exits, potential for oxygen less than 19.5%, (e) toxic or combustible atmosphere, (f) potential for solid or liquid engulfment, or (g) other hazards considered to be immediately dangerous to life or health such as: (1) water tanks, transformer vaults, sewers, cisterns, etc.), or (2) hazardous materials (especially those used indoors, such as paints, solvents, etc.) then additional requirements regarding safety must be specified here as defined by the Post Occupational Safety & Health Officer (POSHO.)]***

(b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in:

- (1) Death,
- (2) Traumatic injury,
- (3) Occupational disease, or
- (4) Damage to or theft or loss of property, materials, supplies, or equipment.

The Contractor shall report this data as directed by the Contracting Officer.

(c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written Program. Before starting the work, the Contractor shall:

- (1) Submit a written proposal for implementing this clause; and
- (2) Meet with the Contracting Officer to discuss and develop a mutual understanding of the overall safety program.

(e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. The Contractor shall immediately take corrective action after receiving the notice. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule for any suspension of work issued under this clause.

13. WORKING HOURS

All work shall be performed during [*Note to Contracting Officer: Fill in time and days*] except for the holidays identified below. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative. The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase.

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

[Note to Contracting Officer: Add in local holidays]

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

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

ATTACHMENT 1: DRAWINGS AND SCOPE OF WORK

[Note to Contracting Officer: To be provided by M/OBO/CFSM/SM]

ATTACHMENT 2: M/OBO MASTER SPECIFICATION SECTION

[Note to Contracting Officer: The following must be site adapted and instructional language removed. Instructional language is in bold italics and is not part of the formal specification to insert in the document.]

SECTION 10243 - SECURITY GRILLES AND VENTS

This Section has been updated to more closely align with other sections specifying work which is resistant to security attack, in particular, for ground-floor window grilles to resist forced entry attack. It is intended to specify the usual types of wall and roof vents needed, to comply with security criteria for any or combinations of the following resistances:

- Forced-entry resistance, period as specified.*
- Ballistic resistance, rating as specified.*
- Blast resistance, overpressure and decay time as specified.*

Both the ballistic and blast ratings for these units refer to either the straight-through obstruction of overlapping blades in the grille, or the "closed" setting of grilles equipped to "operate" or equipped with auxiliary doors. These ratings are of questionable importance in terms of consistency. Grilles, by their very nature, are of even less dependable nature in terms of: acoustical, Tempest, RF shielding, fire resistance, thermal/weather resistances, and similar performances. This is partially independent of their association with HVAC (duct/stack connected, or unattached in their wall/roof mounting).

Another consideration for grilles and vents in some locations is whether they can be used for injection of harmful substances by attackers. These could include explosives, grenades, gas-emitting substances, deleterious liquids, and all sorts of other harmful elements, plants, and animals. Therefore, security grilles and vents in hard-line walls and roofs require thorough design analyses.

This section has been updated so as to assimilate relevant provisions of U.S. DOS/OBO approved report, dated 6/30/90, "Spec. for FE/Ballistic Resistance Doors, Windows, ...", as prepared by Wm. D. Mucci. It can be used, in lieu of that report, in connection with GFE purchases of grilles and vents.

* * * * *

SECTION 10243 - SECURITY GRILLES AND VENTS

General Explanations

This Section has been updated to include principally steel fabrications used as walls grilles or wall/roof vents to resist exposure to one or more forms of security attack; forced entry, ballistics, and blast. Sometimes the protected exposures are on hard-line interior walls as well as exterior. Forced entry resistance is normally limited to accessible wall surfaces to a line which is 16 feet (4.88 m) above grade or other accessible platform. Areas considered exposed to ballistic attack may be more extensive; however, open grilles have no obvious resistance. Likewise, open grilles have no obvious blast-attack resistance. The levels of resistances provided at various locations on any Project are normally handled as classified information.

Louvers can be thought of as a particular form of grille or vent, but are not included as work of this Section; refer to Section 13961 for security louvers. However, there is no reason for excluding louver-like grilles, which happen to have a louver-like profile (either vertically or horizontally) where the purpose is simply to shed rainwater, interrupt the sight line, or similar service. If A/E (Architect and/or Engineering firm) services are required to structurally engineer and design units to resist blast forces, the specification shall clearly state that this design will not be the responsibility of the Contractor but of a separately selected A/E.

Although the amount of work performed under this Section is frequently limited in scope, it could be significant where there are a large number of ground-floor window units. FE protection by grilles could become complicated and more costly where there is a requirement for hinging and locking grills that facilitate exterior glass cleaning. Also, consider whether grilles should be inside or outside the glass; there are advantages/disadvantages for each location.

Grilles and vents without closure panels are strictly for forced-entry resistance. Vents are also to address ballistic resistances. Neither (without closure panels) is intended for blast resistant protection of spaces within. Yet the exposed body of any unit needs to be able to withstand blasts; (as an example, so that roof vents don't get blown off the roof).

These relationships can be changed; however, with the addition of resistance-rated dampers or close-off panels. Where such elements are added only to keep out the weather, or to obscure the view, or even to prevent someone from throwing a tear gas canister through the unit, they do not change the ballistic and blast resistance ratings. This section is not intended to cover units which are security rated differently for the "open" and "closed" positions. However, the text could be edited for this purpose, recognizing that drawing details would document the essential provisions for such differences.

This section's scope could be expanded, so as to provide consistency of construction for similar units of work, even though generally recognized as mechanical and electrical work. Such units might include a broader spectrum of louvers, roof vents, wall vents for air-cooled fan-coil units and similar refrigerated equipment, sleeves for loose-fitting pipe penetrations, antennae weather heads, and similar electrical penetrations.

It should be recognized that there is a naturally expected hierarchy for the survival of these units' built-in resistances. The common understandings are that:

- 1) normal attacks by aging, weathering, and wind storm exposures will not diminish any of the required performances; and,*
- 2) ballistic attack may damage units, noticeably, but they should remain able to cope with other performance requirements; however,*
- 3) more intense (physical) attacks, including forced entry, blast, and seismic, are likely to leave the unit in a severely damaged condition, which may-or-may-not be able to perform other required resistances and, in any case, probably will require replacement of the unit, even though the specific attack has been adequately repelled.*

This is the area where combined performances must be critically questioned. As an example, where a forced-entry resistant grille is used to protect a blast/ballistic resistant glazing unit, the combination may not be truly capable, interchangeably, of all three performances. The forced entry attack may be able to knock a hole through the glass (working through the grille), after which the muzzle of a rifle could be stuck through the hole and discharged into the space.

At every exterior wall/roof penetration by a required grille or vent, consider whether that unit should be equipped with an insect screen or bird screen. Normal insect screens are acceptable. However, as an example, custom fitted screens on roof mounted pipe vents should be specified as part of the units (if needed).

Operable bar-type vents built into the metal framing of glazed window-wall systems are not normally required of this Section. These should be specified integrally with those framing systems; regardless of whether standard (sometimes patented) units, or completely customized units including heavy-duty units to resist security attacks. This Section has not been located in the 13950-series special security sections of OBO/MGS because grilles (and related vent units) are usually (by nature) intended for heavy-duty security service. That is not necessarily the case with window units, louvers, or even doors. Furthermore, the CSI indexing of section subject matter in these areas is currently in state of significant projected changes.

One of the problems with wall penetrations through the lower 16 ft. of an EOB, is that the sheer, non-climb-ability of the wall is compromised. Even necessary exit doors provide "cracks" which can be used in an attempt to scale the wall (even though the door and frame are absolutely flush with the wall surface, and completely devoid of

exposed hardware). It would appear that any grille located in such exterior "sheer" wall surface, should have vertical bars spaced no more than 1-3/4 inches (44.5 mm) apart, backed by horizontal bars, and with the face of the grille set tight in the wall opening, absolutely flush with the surface of the wall. This would seem to offer the least opportunity for unprepared wall climbers but recognizes that well planned attacks will have no difficulty in reaching the top of a 16 ft. (5 m) high flush wall surface.

Specific Editing/Detailing Instructions

Wall openings below a certain set of sizes need not be protected by security grilles:

Openings of less than 6 inch (152 mm) width, regardless of length.

Rectangular openings of less than 96 sq. inch (0.062 sq. m) area.

Round openings of less than 12 inch (305 mm) diameter.

This section is intended to back up a full set of drawings (plans, elevations, sections, and details). In existing DOS publications, the drawings are intended to present criteria documentation for these units and show a considerable level of detail, and these should be accepted as "advisory" on the required level of security. Although there is flexibility in resolving criteria conflicts, there can be no failure to recognize the direct connection between the safety/well being of embassy staff and the specifications to ensure these requirements.

Special attention should be given to roof vent units which are serving the "safehaven," where the criteria specify a 60-minute forced-entry resistance (only 15-minute or less specified for many other areas). Several recommendations are provided:

Where only a low volume of air flow or pressure relief is needed, use an annular form of pipe vent, instead of the more efficient type of goose-neck unit. This is composed of a vent riser pipe, capped with a larger pipe size to form a weatherproof and vandal proof annular discharge/intake path. With several inches of overlap, it becomes very difficult to penetrate with grenades, tubes, canisters, etc. Furthermore, the concentric design is difficult to attack with a destructive force.

Pipe-formed goose-neck vent units should turn by at least 135 degrees, if not by a full 180 degrees. They should be kept as low as feasible for HVAC and weather-related performances. Also, the recommendation is to fabricate (with smooth exterior and interior) from steel pipe welded tube-turns and fittings; with the outlet at least one pipe size larger than the riser; e.g., 6 in. riser and 8 in. outlet (152 and 203 mm).

Criteria requires an expanded metal mesh cover or cap on the outlet; and the larger size mentioned above provides for equivalent flow through this obstruction. This is to prevent attackers from using the vent as an opening to throw grenades or canisters down the vents (into the "safehaven," or into the HVAC system).

For 60-minute forced entry resistance, the expanded mesh should probably be backed up with a disk of steel-bar grating, like heavy-duty floor grating, welded into the discharge/intake of the vent.

Manual dampers for close off of vents should be required to prevent the injection of poisonous gas by the attackers.

Part of any forced-entry resistance is for the unit to resist attempts to simply dismantle the unit with the use of ordinary tools. Non-removable bolts and screws are required; otherwise, these must be welded to the structural substrate. When that welding occurs in the field during installation, the shop-applied primer or finish painting is damaged and must be repaired. Therefore, the best sequence is for anchorages and all other assembly work to be completed before shop finishing and for units to be installed prior to concrete pouring or masonry work.

In any case, shop painting must include cleaning and painting of the inside surfaces of the units (including pipe fabricated as roof vents). Heavy prime coating will offset the fieldwork's inability to overcoat the interior of units such as pipe vents. A zinc-coated finish would also perform very well, but only if hot dipped after fabrication.

One of the "ordinary" security-related decisions to be made for selection of materials in this section is whether hard "tool resistant" steel bars should be specified for certain grilles. This level of decision making is common for detention facilities, but would seem to be excessive for embassy facilities; in particular, where rated for only 15 minute forced-entry resistance. How many steel bars can be sawn through in 15 minutes? Strength of steel, and especially yield strength, would appear to be the more important consideration. Tool-resistant steel is expensive, and may not perform much better if the attacker uses a cutting torch.

In any case, this is not a commonly recognized resistance for the available forms of steel pipe. Pipe is primarily rated for resistance to internal pressure. Ordinary (Schedule 40) pipe should be heavy enough for vent construction, in sizes above 4-inch (102 mm) nominal pipe size; 5-inch (127 mm) pipe has 0.258-inch (6.55 mm) wall thickness. Extra strong (Schedule 80) pipe should be considered for the use of 2 inch (51 mm) through 4 inch (102 mm) nominal pipe sizes; 0.218 inch through 0.337 inch (5.5 and 8.6 mm) wall thicknesses, respectively. The use of threaded pipe and fittings would obviously reduce the forced entry and blast resistances of vent units, and heavier wall thicknesses should be considered.

This minimizes the general problem of a disorganized rooftop caused by other accessories such as: HVAC equipment units, skylights, elevator penthouses, hatches, stacks, vents, and all manner of antennae. It is recommended that all gooseneck type vents be oriented in the same direction.

Another item for consideration of security on a uniform basis is Grille and Vent units, whether they should include a close-off panel, or damper, or some other means to obstruct the flow of air (and gas), as well as vision and bullets, etc. In general, the recommendation is that pipe vents should be so equipped; and that louvers and grilles should be considered individually. Part of the problem here is when (under what circumstance) will they be closed, and who (or what) will instigate this closing action? Crucial closures can be activated through the use of remote signals (from the security center or other stations of responsibility) with power operators. Otherwise, this is another responsibility of employees at crisis time located near the various grilles and vents.

Another element of this problem is the security rating needed for such closure doors and dampers. If these are to be rated for blast resistance, as an example, they could be very heavy and complicated. Vent units that are directly connected to HVAC systems/equipment should have their dampers controlled primarily by that control system. Security controls may need the ability to override HVAC controls. HVAC controls are, of course, not work of this section, and normally not work of the security control system. Complicated arrangements may require an integrated control system section in the specifications.

Quality control provisions of this "incidental work" section could be enhanced considerably; by the imposition of strict procedures for work such as welder qualification, and inspections of welds (probably excessive). Also, there are a number of other industry/ government standards for elements of this work, which could be imposed as required compliances, all at additional cost. Furthermore, there could be a requirement for a permanent label on each unit of this work, identifying its rated "resistances"; again, probably excessive for most projects. See Section 07727, for examples of texts to be inserted (in Part 2).

Refer to MASTERSPEC Section 10200 "Louvers and Vents" for related considerations, including instruction sheet references and comments on non-security construction. Also, refer to sections in Division 5 of MASTERSPEC text. Refer to mechanical equipment catalogs for design of higher-capacity roof ventilators (some of which may be patented). Such profiles/configurations/sizes could be copied, and fabricated of (say) 0.5 inch (12.7 mm) thick steel plate, in lieu of the usual 20 gauge (0.9 mm) steel sheet; so as to form an extremely strong security-resistant unit, which might be considerably less "bulky" in appearance than an equivalent-capacity goose-neck unit.]

* * * * *

SECTION 10243 - SECURITY GRILLES AND VENTS

1.1 Summary

- A. The work of this Section includes, but is not necessarily limited to, the following types of grilles and vents:
1. Ornamental metal grilles, of custom design and fabrication.
 2. Standard, open, steel, security grilles.
 3. Obscure, weather resistant, wall vents.
 4. Roof vents.

[Note to Contracting Officer: Insert other forms of security vents, grilles, ports, stacks, etc.; probably treating any of exceptional size/weight in a separate, special section. Louvers are in a separate section 13961.]

1.2 Performance Requirements

- A. General: Fabricate and install security grilles and vents to successfully achieve the indicated levels of resistance to security attacks, see Attachment "A"; including resistances for anchorages, framing, members, fasteners, hardware, and accessories; along with achieving long-term resistances to the effects of weathering and exposure to deterioration, including the intended and indicated performances as may be applicable for the penetration of water, air, light, sound, dirt, insects, birds, and similar intrusions of a deleterious nature.

"Long-term" is defined to mean for the service life of the building, but for not less than 40 years at the Project Site. The term "successfully achieve" means that security attacks will be unable to penetrate the building in the manner described. It is recognized that such security attacks may damage units beyond normal repair-and-reuse, requiring that units be replaced in order to either successfully achieve required resistance to subsequent security attacks or to comply with other performance requirements. Refer to applicable DOS standards. Provide specific performances as follows:

[Note to Contracting Officer: The boilerplate is about as far as general language can go, without getting into specifics as indicated by the following examples.]

[Note to Contracting Officer: Schedule in Attachment "A" provides the actual values for above 3 forms of attack; at separate location types as applicable; and including values related to below.]

1. Blast attack (Blst); at dynamic overpressure and decay time duration indicated.
2. Ballistic attack (Bal); at muzzle velocity and projectile weight/type indicated, including use of designated weapon and ammunition.
3. Forced entry attack (FE); by attackers using defined range of ordinary hand tools, for indicated time durations.
 - a. Combined Blst-Bal-FE attack; including individually for each form of attack, and also for blast followed by either ballistic or forced entry, or by both of these subsequent attacks in either sequence.
4. Normal Environmental Exposures: Except as otherwise indicated or applicable for the type of grille or vent shown in each instance of use, achieve the following performance capabilities as defined by applicable industry standards including AAMA standards, and as acceptable to the COR:

[Note to Contracting Officer: The following performances are only examples; actual project performances can be "global" in nature.]

- a. Water Penetration: Except as otherwise indicated, for grilles equipped with closure doors/dampers and for vents, achieve "no leakage" rating for exposure to heavy precipitation and 15 mph (24 km/h) wind.
- b. Air/Gas Infiltration: Where indicated as "air-tight closure," on grilles and vents equipped with closure doors/dampers; achieve a maximum air/gas infiltration rate of 0.25 cfm per sq. ft. of net protected unit area (0.075 cu. m/min./sq. m) for inward test pressure of 6.24 lb. per sq. ft. (299 Pa), per ASTM E 283.
- c. Bird Screens: Where indicated, equip unit with concealed bird screen or otherwise fabricate unit as acceptable to the Project Director; so that maximum size of opening for passage through unit is 0.5 inches (12.7 mm) in width or 0.75 inches (19 mm) square.

[Note to Contracting Officer: Insert other normal performance capabilities as appropriate. Could include

fire resistance (with fire dampers), RF shielding (with screens) (and unusual), or seismic-damage resistance. Also, certain units may need to be STC (sound) rated when open (lined goose-neck vents). Furthermore, where FE is crucial for an open grille, a high static or dynamic load-bearing capacity may need to be specified (as a redundancy assurance) to supplement DOS standard for FE.]

1.3 Submittals

- A. General: For each type and size of grille and vent unit specified in this section, submit the following as applicable; in accordance with Contract Clauses and Conditions, and Division 1 Contract Specification Sections:
1. Product data, for each manufactured component/accessory, and for each primary material, including steel bars, shapes, and pipe-and-fittings used in the fabrication of custom produced grilles and vents, and used in related work.
 2. Shop drawings, for each type and size of grille and vent unit required, showing installation requirements. Show plans/elevations/sections at not less than 1/10 size, and details at not less than 1/5 size.

[Note to Contracting Officer: Consider inserting sample and/or certified performance-compliance submittals; but the contract drawings should show what is required, dimensionally and generically, to achieve required ratings; see instruction sheets. You may require deliverables; however, the Division 1 should address this need for the more demanding requirements. The job may require an alert-to-need for early delivery of cast-in-place (either concrete or masonry-set units.)]

PART 2 - PRODUCTS

2.1 Materials - General

[Note to Contracting Officer: Consider inserting a specification for special, tool resistant (hard) bar stock for crucial forced entry resistant grille bars. Below is an example of spec for high-strength, corrosion-resistant, structural tubing (rectangular or round) suitable for grille members/frames. Revise to (less expensive) ASTM A-501 mild steel (matching A-36 steel above) where that would be sufficient.]

- A. Steel Shapes, Plates, and Bars: Comply with ASTM A 36, except where compliance with another standard is indicated.
- B. Steel Structural Tubing: Comply with ASTM A 618, welded or seamless, high-strength, low-alloy, structural tubing; Grade Ib; shapes/sizes and wall thicknesses as indicated.

[Note to Contracting Officer: Insert paragraph for suitable aluminum products where needed, with particular care in selecting/sizing those with direct exposure to security attack; see MGS section 08551 for example. Below is primarily for roof-mounted vent units, and similar elements.]

- C. Steel Pipe and Fittings: Provide nominal pipe sizes indicated, Schedule 40 wall thicknesses, unless otherwise indicated. Comply with ASTM A 53 for black, steel, welded or seamless pipe; and comply with ASTM A 420 for matching butt welding fittings, of the type and dimensions shown.

[Note to Contracting Officer: Above is an example of materials for vents fabricated from pipe. Could substitute threaded pipe/fittings, which would need to be tack-welded to be non-removable. This would damage any galvanized coating, which would not extend to areas of threading in any case.]

- D. Welding Rods and Bare Electrodes: Provide type recommended by applicable AWS specifications, for the metal and alloy being welded in each element of the work.
- E. Bolts and Fasteners: ASTM A 320, AISI Type 300-series stainless steel bolts and nuts. Where fasteners are within reach of intruders from attack side of work, provide non-removable bolt/nut units (not removable by use of commonly available hand tools). Provide stainless steel washers.

[Note to Contracting Officer: Above is an expensive form of fastening, where many units are required. You may consider carbon steel fasteners, hot-dip galvanized, ASTM A- 153. Also, consider welding fastener heads and nuts after fabrication/installation. Insert other (available/standard) metal parts, for incorporation into these fabrications, such as concrete inserts.]

- F. Shop Primer Paint: Fabricator's baked-on, lead-free, modified alkyd-base, ferrous metal primer; which is compatible with a finish system specified in "Painting" or

"Special Coatings" of these specifications; and which will provide long-term protection from external exposures, and form a firm undercoat for field-applied topcoats after prolonged construction-period exposures. Comply with performance requirements of FS-TT-P645, and with paint manufacturer's recommendations.

[Note to Contracting Officer: An alternative to the above is to a primer directly tied to overcoat selection, or to a zinc-rich primer. It is important that weather exposed wall units not rust from their concealed surfaces (against concrete).]

- G. Bituminous Paint: SSPC-Paint 12, cold applied asphaltic mastic, for application in a 30-mil (0.76 mm) thick coating.

[Note to Contracting Officer: The following requirement is for aluminum elements, also recommended for critical exposures of primed steel; on surfaces against concrete, grout, mortar, etc., recommended for separating unlike metals. Insert suitable material specs for significant units of auxiliary/accessory items, including closure doors, screens for whatever purpose, flashings, acoustical linings, expansion joints, and similar purposes. See MGS SECTIONS 02833, 07827, AND 08551.]

2.2 Fabrication

A. General: The Contractor shall fabricate security grilles and vents at the factory to the greatest extent possible, including supporting and anchoring devices and provisions for interfacing with other work. Fabricate to comply with indicated performance requirements, and with plans and details shown on the drawings/shop drawings. Except as otherwise indicated, weld joints and member intersections to develop full member strengths. Grind welds smooth, and ease exposed edges of bars, plates, shapes, and tubes/pipes. Comply with applicable AWI welding standards.

1. Avoid the use of bolts and screws exposed and accessible from the attack side of units. Where unavoidable, provide non-removable type fasteners in the Assembly, or weld fasteners for non-removable performance.
2. Closure Screens: Where shown, provide a recessed screen at or near the exposed end of pipe vents, by continuous tack-welding of a disk of 14-gauge, zinc-coated steel, expanded mesh, to cover the pipe vent.

[Note to Contracting Officer: The following example is important to prevent attackers from using roof vents as openings to inject grenades and canisters into the building; see instruction sheets.]

3. Dampers: Where shown, fabricate pipe vents with gravity or spring-closing dampers, positioned for automatic opening/closing when related space HVAC system is on/off in its normal cycles of operation. Place dampers so that normal maintenance will be facilitated.

[Note to Contracting Officer: Delete above if none desired, for control of hot/cold back-drafts, mostly from non-connected units. Otherwise, possibly insert (under "materials") a requirement for use of a standard MFG unit.]

4. Shutters: Where shown, fabricate grilles and/or vents with a tight-fitting, manually-operated (from safe side) shutter/damper/doors; of 16 gage (1.5 mm), reinforced, zinc-coating steel sheet; equipped with operating hardware to facilitate rapid closing at times of emergency or attack.

[Note to Contracting Officer: Show details and specific requirements for the following as appropriate. Motorized operation of such (crucial) shutters, from security control center at MSG NO. 1, is possible. Consider whether open-grille shutters need to be forced-entry and/or ballistic resistant. Shutters should be integral with equipment (work of another section) on air-cooled fan-coil units and similar refrigerated units to be protected by security vents/grilles.]

B. Shop-Applied Painting: Comply with applicable requirements and recommendations of NAAMM "Metal Finish Manual." Prepare fabricated unit ferrous metal surfaces, which are not zinc coated, by cleaning inside-and-out in compliance with SSPC-SP3 "Power Tool Cleaning." Apply pretreatment to metal surfaces, including zinc-coated surfaces, in accordance with SSPC-PT3 basic zinc-chromate/vinyl-butryl solution; selected for prime-coat compatibility. Apply and bake-on shop primer paint, inside-and-out, in accordance with paint manufacturer's recommendations to achieve of dry film thickness of not less than 2.0 mils (0.05 mm).

[Note to Contracting Officer: Adjust above text as desired for project. Consider specifying shop application of bituminous paint on surfaces to be against concrete or masonry, but note that it is difficult to keep covered/protected during shipping and handling. See

"installation" requirements. Consider application of final overcoats of paint in the shop, where units of grille/vent work are completely shop fabricated (no field welding required). See, as examples, selections in section 02833, for shop-applied finished coats.]

2.3 Source Quality Control

A. General: Maintain quality control procedures through fabrication/shop finishing processes, and record actions to Project Director as requested. Comply with applicable provisions of Section 01401 "Quality Control Procedures", including Federal Standard 368 A, and ANSI-Z1.8/ASQCC 1.

1. Labeling: On safe-side of each grille unit and vent unit, provide a permanent printed/embossed metal plate/foil label; recording fabricator's name/address/date of fabrication, Government's contract/mark/code numbers plus Government's bar-code strip, and capacity ratings for security attack resistances and other special performances, as acceptable to Project Director.

PART 3 - EXECUTION

3.1 Preparation of Units

A. Protective Coating: Immediately prior to the time grille and vent units are scheduled for setting in place and installation, apply a 30-mil (0.76 mm) thick coating of bituminous paint on surfaces of metal which will be in contact with concrete, grout, mortar, or masonry. Confine coating to application surfaces by covering adjacent metal with self-adhesive, strippable paper protection.

[Note to Contracting Officer: Usually retain above in order to ensure a non-corrosive installation; and without excessive migration of bituminous coating.]

3.2 Examination and Installation

A. General: Where grille and vent units are indicated to be built into concrete or masonry, examine the formwork and substrates, prepared as work of other sections, for placement of these units. Set units plumb and level, true to line and location. Provide temporary support, sufficient to retain units in place during completion of supporting concrete or masonry work.

B. Inserts: Where grilles and vents are indicated for anchorage/support on completed concrete or masonry work, deliver inserts, sleeves, and other elements for casting into the concrete or masonry, sufficiently in advance to ensure timely placement. Furnish dimensioned diagrams or templates for properly locating cast-in-place elements.

C. Installation: Examine completed substrates to receive grilles and vents; and, when satisfactory, proceed with installation of units. Set units plumb and level, true to line and location. Install anchorage bolts and devices as indicated, shimming and grouting units for full support. Where shown, form channel for the application of joint sealer materials, as work of Division 7 section.

1. Remove protective coverings from exposed metal surfaces, and clean painted finishes.
2. Tack weld anchorage bolts and nuts in place, as shown and as required, to ensure the non-removability of units from the attack side of each installation. Repair shop-applied paint coats at weld areas.
3. Provide non-removable type nuts and bolts, where installation and anchorage devices are accessible from attack side of installed grilles and vents.

D. Accessories: Install supplementary support/framing members of units, and install accessory items disassembled for unit installation, including shutters, dampers, closures and similar elements.

E. Install goose-neck type roof vent units in the directional orientation shown; or, where not otherwise shown, orient uniformly down-wind from prevailing wind direction.

F. Refer to applicable Division 7 sections for joint sealants, and for roofing, flashing, and counter-flashing interface work; not work of this section.

G. Refer to "Painting" or "Special Coatings" section of Division 9, for final application of paint overcoat(s) on grille and vent units; not work of this section.

[Note to Contracting Officer: Consider inserting requirements for field test operating of units, probably not for performance resistances, but perhaps for anchorage strengths, air flow, damper operation, and for other complicating interfaces such as remote-controlled closure or RF shielding. See instruction sheets.]

END OF SECTION 10243

ATTACHMENT "A" FOR SECTION 10243

SCHEDULE OF REQUIRED RESISTANCES TO
DIFFERENT LEVELS OF SECURITY ATTACK
FORMS, BASED ON U.S. DEPARTMENT OF STATE STANDARDS.

[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]

(EXAMPLE) ATTACHMENT "A" FOR SECTION 10243					
SCHEDULE OF SECURITY ATTACK RESISTANCES; DOS STANDARDS					
Grille/Vent Mark	Description of Unit	Ballistic (ft./sec.)(grains)(weapon)	FE (period of attack)	Blast (ovrprsr)	Blast (decay time)
A	Window grille, open steel-bar welded (no closure).	N/A	15 minute	N/A	securely anchored
B	Acoust. transp. wall/door grille, STC-6, sight-proof,welded steel shapes, manual weather damper.	2850 ft./sec, 220 grains, hp rifle	15 minute	N/A	securely anchored
C	Goose-neck screened roof vent, emergency air intake, 10-12 in. steel pipe, normally closed manual/automatic secure damper	2267 ft/sec, 117 grains, .032 HG	60 minute	15 psi	15 msec
D	Concentric roof/wall vent on sewage piping system, 4 - 6inch steel pipe, open (on closed piping system)	2267 ft/sec, 117 grains, .032 HG	15 minute	N/A	securely anchored

[Note to Contracting Officer: Where unit is rated "not applicable" (N/A) against blast attack, it still may need to be securely anchored (shown as "sec. anch.") against being dislodged by normal range of DOS specified blast attacks.

General: For definition/analysis/calculation of above resistance forms and ratings, refer to U.S. DOS/DS SD-STD-01.01, Rev. F "Ballistic and Forced Entry Resistance of Structural Systems"; and refer to NCEL Report "Design Guidelines and Criteria for Security of Future U.S. Embassy Buildings Against Terrorist Bombings," and to NCEL Report TM-51-85-13 by G.E. Meyers, both dated 6/85.]

SECTION 10243 - SECURITY GRILLES AND VENTS

[Note to Contracting Officer: Drawing Coordination

As mentioned previously, the drawings should convey the real essence of requirements for work of this section, with specifications used to supplement what is shown (qualities and procedures). In any case, show the following:

Plans, elevations, sections, and details for each grille and vent unit type and size.

Anchorage details, being careful to achieve whatever resistances are applicable (ballistic, forced entry, blast).

Location for each unit, dimensioned on primary building plans and elevations.

Orientation of eccentric roof vent units, and whether wall grilles are external, internal, flush with wall face, etc.

Interfaces with HVAC work, and control/alarm/response systems.

Structural fabrication details; specifically, welding extent and sizes.

Specific details and operational devices and hardware for shutters, dampers, screens, and close-off doors, which are work of this Section.

The extent of special "hard" steel bars or other materials not uniformly used.

The extent of bituminous paint applications, for separation of units from concrete, masonry, and dissimilar metals.

Clear indications of whether units are to be placed prior to concrete pours or masonry work; or whether anchorage inserts are to be set in other work. (Drilled-in anchors could also be considered.)]

* * * * *

ATTACHMENT 3 - the 3 pages of 12 FAH-5

[Note to Contracting Officer: Only attach 5 minute or 15 minute forced entry requirements] Link to 12-FAH-5:

<http://a.m.state.sbu/sites/gis/dir/fam/Pages/12FAM/12FAH05.aspx>

ATTACHMENT 4 - the References and Standards listing ***[Note to Contracting Officer: Post must get this from M/OBO/CFSM/SM]***

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013), is incorporated by reference. (See SF-1449, block 27a).

[While the FAR allows certain paragraphs of 52.212-4 to be tailored, the Contracting Officer should consult A/OPE before tailoring any of the language. Keep in mind that paragraphs (b), (d), (g), (i), (q), and (r) of 52.212-4 may not be tailored.]

[If there is no addendum to 52.212-4, leave this as “none”.]

Note to Contracting Officer: FAR clause 52.212-5 may NOT be tailored, e.g., you may not delete any portion of it. The clause requires you to place an “X” next to the portions which lead with a ___ tick box. We have provided guidance below. Be sure to highlight any tick marks when you send to A/OPE for review.

Paragraph (b), check as appropriate:

- (1) Check if requirement exceeds \$150,000.*
- (2) Check if requirement exceeds \$5,000,000 and the performance period is 120 days or more.*
- (3) Not Applicable overseas.*
- (4) Check if requirement exceeds \$25,000.*
- (5 and (6) are not applicable.*
- (7) Check if requirement exceeds \$500,000.*
- (8) through (26) are not applicable.*
- (27) Check if requirement is for supplies and exceeds the micro-purchase threshold.*
- (28, 29, and 30) Check if requirement is for supplies exceeding \$10,000 and is awarded to a US firm or is for services exceeding \$10,000 and is awarded to a US firm whose employees performing the work were recruited within the US.*
- (31) Do not check if both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island. Otherwise, contact your A/OPE Desk Officer for instructions.*
- (32) Check if you have included clause 52.222-35.*
- (33) Check if any of the work will be performed in the U.S. and the requirement exceeds the simplified acquisition threshold.*
- (34) Do not check since you are contracting only for work that will be performed outside of the United States. If some of your work will be performed inside the U.S., contact your A/OPE Desk Officer.*
- (35i and ii) Check if the requirement exceeds \$150,000 and is for or specifies the use of EPA designated items containing recovered materials. If technical personnel advise that estimates can be verified, use the clause with its Alternate I.*

(36) Unless exempt pursuant to FAR 23.204 check this clause when energy-consuming products listed in the ENERGY STAR® Program or FEMP will be—

(a) Delivered;

(b) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(c) Furnished by the Contractor for use by the Government; or

(d) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(37i and ii) Unless an exception has been approved in accordance with FAR [23.705\(c\)](#), insert the clause at [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products, in all solicitations and contracts for— (i) Personal computer products; (ii) Services that require furnishing of personal computer products for use by the Government; or (iii) Contractor operation of Government-owned facilities. Use the clause with its Alternate I when there are sufficient EPEAT Silver registered products available to meet agency needs.

(38) Check this clause.

(39) and (40) are not applicable.

(41) Check if the requirement will be \$202,000 or more, if the acquisition is covered by the WTO GPA (see FAR Subpart 25.4) and the agency has determined that the restrictions of the Buy American Act are not applicable to US made end products. If the agency has not made such a determination, the Contracting Officer must follow agency procedures.

(42) Check if the requirement is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC (Department of the Treasury, Office of Foreign Assets Control (OFAC)).

(43) thru (45) are not applicable.

(46) Check this clause.

(47) Check this clause after obtaining guidance from your A/OPE Desk Officer and the offeror has requested installation/progress payments in their offer.

(48) Check if payment will be made by EFT and the Contractor has registered in the CCR.

(49) Check if payment will be made by EFT or other means, e.g. check, and the Contractor has not registered in the CCR.

(50) and (51) are not applicable.

(52i and ii) check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned US-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for US-flag commercial vessels. Check Alternate I if 100% of the supplies will be transported on privately owned US-flag commercial vessels.

Paragraph (c) is not applicable.

Paragraph (e) applies only if award is made to a US firm:

(ix) Alternate I check if local law identifies “off-limits establishments”

The following FAR clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer: check as appropriate]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (8) 52.209-10, *Prohibition on Contracting with Inverted Domestic Corporations* (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (9) 52.219-3, *Notice of HUBZone Set-Aside or Sole-Source Award* (Nov 2011) (15 U.S.C. 657a).

__ (10) 52.219-4, *Notice of Price Evaluation Preference for HUBZone Small Business Concerns* (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (11) [Reserved]

__ (12)(i) 52.219-6, *Notice of Total Small Business Set-Aside* (Nov 2011) (15 U.S.C. 644).

__ (ii) *Alternate I* (Nov 2011).

__ (iii) *Alternate II* (Nov 2011).

__ (13)(i) 52.219-7, *Notice of Partial Small Business Set-Aside* (June 2003) (15 U.S.C. 644).

__ (ii) *Alternate I* (Oct 1995) of 52.219-7.

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

__ (14) 52.219-8, *Utilization of Small Business Concerns* (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, *Small Business Subcontracting Plan* (Jul 2013) (15 U.S.C. 637(d)(4)).

__ (ii) *Alternate I* (Oct 2001) of 52.219-9.

__ (iii) *Alternate II* (Oct 2001) of 52.219-9.

__ (iv) *Alternate III* (Jul 2010) of 52.219-9.

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

__ (17) 52.219-14, *Limitations on Subcontracting* (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (18) 52.219-16, *Liquidated Damages—Subcontracting Plan* (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(i) 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns* (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) *Alternate I* (June 2003) of 52.219-23.

__ (20) 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting* (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ___ (21) 52.219-26, *Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)*.
- ___ (22) 52.219-27, *Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f)*.
- ___ (23) 52.219-28, *Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2))*.
- ___ (24) 52.219-29, *Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m))*.
- ___ (25) 52.219-30, *Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m))*.
- ___ (26) 52.222-3, *Convict Labor (June 2003) (E.O. 11755)*.
- ___ (27) 52.222-19, *Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126)*.
- ___ (28) 52.222-21, *Prohibition of Segregated Facilities (Feb 1999)*.
- ___ (29) 52.222-26, *Equal Opportunity (Mar 2007) (E.O. 11246)*.
- ___ (30) 52.222-35, *Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212)*.
- ___ (31) 52.222-36, *Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793)*.
- ___ (32) 52.222-37, *Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212)*.
- ___ (33) 52.222-40, *Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496)*.
- ___ (34) 52.222-54, *Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)*
- ___ (35)(i) 52.223-9, *Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii))*. (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, *Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)*.
- ___ (37)(i) 52.223-16, *IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)*.
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___ (38) 52.223-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513)*.
- ___ (39) 52.225-1, *Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d)*.

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (Mar 2012) of 52.225-3.

__ (iii) Alternate II (Mar 2012) of 52.225-3.

__ (iv) Alternate III (Nov 2012) of 52.225-3.

__ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__ (42) 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).

__ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

— (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

— (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

— (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
<i>[Note to Contracting Officer: If contractor personnel on USG property add below clause]</i>	
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
(JUNE 2013)

52.250-2 SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009)

[Note to Contracting Officer: Include 52.225-19 Contractor Personnel in a Designed Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008) in accordance with FAR 25.3 if location is danger zone]

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

[Note to Contracting Officer: Add in full text if a US small business could be potential offeror or subcontractor or if the government estimate for the solicitation will meet the WTO acquisition threshold of \$202,000]

52.232-99 Providing Accelerated Payment to Small Business Subcontractors
(DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

[Note to Contracting Officer: Insert the clause at 652.204-70, Department of State Personal Identification Card Issuance Procedures, in solicitations and contracts that require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems.]

652.204-70 Department of State Personal Identification Card Issuance Procedures
(MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

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

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

(b) Invoice Submission. The Contractor shall submit invoices in an original and *[Note to Contracting Officer: Insert appropriate number]* copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

[Note to Contracting Officer: Include the following sentence if VAT will apply to this contract:]

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

[Note to Contracting Officer: Invoices should be submitted in care of the FMO's office. The FMO will log in receipt of invoices and forward to the COR for review and approval]

(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:

[Note to Contracting Officer:

- *Include this clause if the Contractor will be working on-site in an Embassy facility.*
- *Add local holidays to the list in paragraph (a) of the clause.]*

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

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

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

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

Note to Contracting Officer: Please add any applicable local holidays

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

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

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

(b) The COR for this contract is *[Note to Contracting Officer: Insert Job Title of COR]*.

[Note to Contracting Officer: Only include 652.225-71 clause below if acquisition is estimated to exceed \$150,000]

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

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

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

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

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

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

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

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

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

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

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

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

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

652.242-73 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.

[Note to Contracting Officer: See instructions on whether to add DBA clause 652.228-71 Worker's Compensation Insurance (Defense Base Act) – Services (JUNE 2006) – if this clause is inserted mark paragraphs b, c, d, e and f as “RESERVED.”

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JULY 2013), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

None

[Note to Contracting Officer: While the FAR allows certain paragraphs of 52.212-1 to be tailored, the Contracting Officer should consult A/OPE before tailoring any of the language. If there is no addendum to 52.212-1, leave this as "none".]

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

1. List of clients over the past _____ ***[Note to Contracting Officer: Insert the number of years]*** 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 _____ ***[Note to Contracting Officer: Insert the country where the services shall be performed]*** 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. ***[Note to Contracting Officer: If there are any other unique requirements for doing business or restrictions in terms of doing business in the host country, then you need to ensure these are highlighted. For example, if there is a local law which precludes foreign firms from providing services, you need to identify the law.]***

4. The offeror's strategic plan for _____ ***[Note to Contracting Officer: Insert the services which shall be performed]*** services to include but not limited to:

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

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

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

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

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

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

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

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

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

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

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

[Note to Contracting Officer: Include the below provision if estimated value of contract is over \$500,000]

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL
2013)

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)

[Note to Contracting Officer: Contracting Officer should add the following clause if holding a site visit. Also, be sure to include the date and time of the visit:]

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on _____(date) at _____ (local time) at _____
(location). Prospective offerors/quoters should contact _____ for additional
information or to arrange entry to the building.

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)
(DEVIATION)

(a) The Department of State's Competition Advocate 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 to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

(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, [*Note to Contracting Officer: Insert Management Officer's name*], at [*Note to Contracting Officer: Insert Management Officer's telephone and fax numbers*]. For a U.S. 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, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

SECTION 4 - EVALUATION FACTORS

[Note to Contracting Officer: Following the second sentence below, Contracting Officer may describe any additional items that may be required, such as a company brochure, technical proposal, client list, financial statement, etc.]

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

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FAR PROVISION IS PROVIDED IN FULL TEXT:

[Note to Contracting Officer: Insert FAR 52.225-17 in full text if you will be allowing quotations to be submitted in more than one currency (U.S. dollars or local currency).]

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.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

- ***[Note to Contracting Officer: FAR provision 52.212-3 may NOT be tailored, e.g., you may not delete any portion of it. However, Posts may add that paragraphs (c), (d), (f), and (g) can be reserved if the vendors are all overseas vendors. If Post expects some US firms, then those paragraphs must remain in Representations and Certifications. Paragraph (h) applies only if the contract value is expected to exceed the simplified acquisition threshold. 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 on ORCA. The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b). Paragraph (j) does not apply unless the solicitation is predominantly for the acquisition of manufactured end products]***

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

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

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

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

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria

specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

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

[Offeror to identify the applicable paragraphs at (c) through (o) 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 *o* is, *o* is not a small business concern.

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

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it *o* is, *o* 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, for general statistical purposes, that it *o* is, *o* is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it *o* is, *o* 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 *o* is, *o* 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 *o* is, *o* 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 *o* is, *o* 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 *o* is, *o* 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 *o* 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) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It *o* is, *o* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *o* has, *o* has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(11) *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 *o* is, *o* 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 *o* is, *o* is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(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 *o* has, *o* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It *o* has developed and has on file, *o* 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 *o* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Line Item No. Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

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

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The

offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

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

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

(4) *o* Have, *o* have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) *o* Outside the United States.

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

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror *o* does *o* 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 or 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 Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), 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)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o 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;

- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

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

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o 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) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's

Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (See OFAC's Department of Treasury, Office of Foreign Assets Control's (OFAC) Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>.)

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

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

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

(End of provision)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

[Note to Contracting Officer: Only include the provision if the acquisition is estimated to exceed \$150,000]

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

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

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

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

Note to Bidder/Offeror: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES
(JUNE 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The Contracting Officer has determined that for performance in the country of *[Note to Contracting Officer: Insert country of performance and check the appropriate block below]* –

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(End of provision)