Dear Prospective Quoter:

SUBJECT: Request for Quotation Solicitation Number S-CY600-17-Q-0005 Shatter Resistance Window Film

The Embassy of the United States of America invites you to submit a quotation for the Supply and Installation of Shatter Resistance Window Film for various residences in Nicosia.

The Embassy intends to conduct a pre-quotation conference, and all prospective quoters who have received a solicitation package are invited to attend. See Section 3 of the attached Request for Quotation (RFQ). The contract will be issued for one year with four (4) option years.

Please submit your quotation in a sealed envelope marked "Proposal S-CY600-17-Q-0005" to the Contracting Officer, on or before 1200 hours on May 19, 2017 to the following address:

American Embassy Nicosia
General Services Office
Metochiou & Ploutarchou Streets
2407 Engomi, Nicosia

Potential Contractors shall be in possession of all required permits and licenses to perform these services in Cyprus. Communication, correspondence and documentation must be in the English language.

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 4, Evaluation Factors.
An authorized representative of your company **must** sign all documents or the proposal may be considered non-responsive. This will be a firm fixed-price contract and will not be adjusted due to fluctuations in the currency exchange rates.

**NOTE TO OFFERORS:**

NOTE: The System For Award Management (SAM), is a mandatory requirement to be considered for award. Offerors may obtain information on registration and manual confirmation requirements via Internet as stipulated in the Clauses.

Please note that no advance payments are authorized under this RFQ or subsequent contract.

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

Please direct any questions regarding this Solicitation in writing in English, to Aliki Evangelidou, Contracting Assistant by e-mail. The e-mail address is NicosiaContracting@state.gov.

Sincerely,

[Signature]

Matt Ellsworth
Contracting Officer
1. REQUISITION NUMBER: 5. SOLICITATION NUMBER
S-CY600-17-Q-0005

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL
a. NAME: Aliki Evangelidou
b. TELEPHONE NUMBER (No collect calls):
   +357-22-393574

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY

American Embassy
Metochiou & Ploutarchou Streets
Engomi, 2407 Nicosia, Cyprus

10. THIS ACQUISITION IS
   □ UNRESTRICTED
   □ SET ASIDE: % FOR
   □ SMALL BUSINESS
   □ HUB ZONE SMALL BUSINESS (SBA)

NAMES:
SIZE STD:

11. DELIVERY FOR JOB DESTINATION UNLESS BLOCK IS MARKED
   □ SEE SCHEDULE

12. DISCOUNT TERMS
   □ 13a. THIS CONTRACT IS A RATED ORDER
   UNDER DPAS (15 CFR 701)

13b. RATING

14. METHOD OF SOLICITATION
   □ RFQ
   □ IFB
   □ RFP

15. DELIVER TO
   CODE:

16a. PAYMENT WILL BE MADE BY
   CODE:

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

18a. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
   □ SEE ADDENDUM

19. ITEM NO.

   20. SCHEDULE OF SUPPLIES/SERVICES

   Base Year: Installation SRWF
   Base Year: Removal SRWF
   Option Year One: Installation SRWF
   Option Year One: Removal SRWF
   Option Year Two: Installation SRWF
   Option Year Two: Removal SRWF
   Option Year Three: Installation SRWF
   Option Year Three: Removal SRWF
   Option Year Four: Installation SRWF
   Option Year Four: Removal SRWF

   (Use reverse and/or attach additional sheets as necessary)

21. QUANTITY
   500 m²
   100 m²
   500 m²
   500 m²
   100 m²
   500 m²
   100 m²
   500 m²
   100 m²

22. UNIT
   m²

23. UNIT PRICE IN EUROS
   □

24. AMOUNT IN EUROS
   □

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Gov, Use Only)

Euro

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

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

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

29. AWARD OF CONTRACT: REF. OFFER DATED

30a. SIGNATURE OF OFFEROR-CONTRACTOR

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

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

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

AUTHORISED FOR LOCAL REPRODUCTION
(REV 4/2002)
PREVIOUS EDITION IS NOT USABLE
Computer Generated
(CFR) 53.212

STANDARD FORM 1449

Prescribed by GSA - FAR (48)
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- SF 18 or SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number S-CY600-17-Q-0005, Prices, Block 23
- Continuation To SF-1449, RFQ Number S-CY600-17-Q-0005, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/

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 - Offeror Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12
I. Scope of Services

A. The Contractor shall supply, install and remove Shatter Resistance Window Film (SRWF) at US Government properties.

B. The contract type will be an indefinite-quantity indefinite-delivery type of purchase order/contract under which may be placed firm-fixed price delivery orders.

C. The prices listed below shall include all labor, materials, overhead, profit, and transportation necessary to deliver, install and remove the required items at various residences in Nicosia.

D. All prices are in Euro.

E. Prices.

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

II. Base Period Prices

<table>
<thead>
<tr>
<th>Contract Line Item</th>
<th>Services or Supplies</th>
<th>Quantity*</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Installation of shatter resistant window film.</td>
<td>500</td>
<td>m²</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Removal of existing window film.</td>
<td>100</td>
<td>m²</td>
<td></td>
</tr>
</tbody>
</table>

Total Contract Price

*This is an estimated quantity for evaluation purposes only.
### III. First Option Year Prices

<table>
<thead>
<tr>
<th>Contract Line Item</th>
<th>Services or Supplies</th>
<th>Quantity*</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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<td>100</td>
<td>m²</td>
<td></td>
</tr>
</tbody>
</table>

**Total Contract Price**

*This is an estimated quantity for evaluation purposes only.

### IV. Second Option Year Prices

<table>
<thead>
<tr>
<th>Contract Line Item</th>
<th>Services or Supplies</th>
<th>Quantity*</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td>m²</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Removal of existing window film.</td>
<td>100</td>
<td>m²</td>
<td></td>
</tr>
</tbody>
</table>

**Total Contract Price**

*This is an estimated quantity for evaluation purposes only

### V. Third Option Year Prices

<table>
<thead>
<tr>
<th>Contract Line Item</th>
<th>Services or Supplies</th>
<th>Quantity*</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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</tr>
<tr>
<td>2</td>
<td>Removal of existing window film.</td>
<td>100</td>
<td>m²</td>
<td></td>
</tr>
</tbody>
</table>

**Total Contract Price**

*This is an estimated quantity for evaluation purposes only
### VI Fourth Option Year Prices

<table>
<thead>
<tr>
<th>Contract Line Item</th>
<th>Services or Supplies</th>
<th>Quantity*</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Installation of shatter resistant window film.</td>
<td>500</td>
<td>m²</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Removal of the existing film.</td>
<td>100</td>
<td>m²</td>
<td></td>
</tr>
</tbody>
</table>

**Total Contract Price**

*This is an estimated quantity for evaluation purposes only

### VII GRAND TOTAL PRICE

GRAND TOTAL:

- Base Period: __________
- First Option Year: __________
- Second Option Year: __________
- Third Option Year: __________
- Fourth Option Year: __________
- Grand Total Euro: __________
1. Minimum/Maximum Quantities

For each effective year of the purchase order, the U.S. Government guarantees a minimum order of 500.00 Euro under this purchase order. The maximum amount ordered under each year of the purchase order will not exceed 150,000.00 Euro.

Orders may be issued orally by the Contracting Officer, but will be confirmed in writing within three business days of the date the order is placed.

2. Periods of Performance

The base period of this purchase order starts on date of award and continues for twelve months, with four (4) one-year options to renew.

3. Overview

Installation services for shatter resistant window film (SRWF) to include the following:

(a) Survey current condition and advise COR of any anticipated problems that would occur in installation of SRWF.

(b) Remove old film and prepare window, if existing film exists.

(c) Supply and install shatter resistant window film.

4. Measurement

The Contractor shall measure the total area of window surfaces that are to receive application of SRWF. Measurement may be performed by on-site surveying. The Government will indicate which windows are to be covered with SRWF. Please see the Attachment 1 for SRWF specifications.

5. Reserved

6. Supply and Installation

6.1 Examination and Preparation

(a) The Contractor shall inspect existing surfaces of glazing sheets where application of film is required. The Contractor shall report to the COR and Contracting Officer:
(1) Any defective existing conditions that would impair successful installation and performance of applied film, such as loose installation of glass in frame.

(2) Recommended procedure for overcoming the defects.

(b) The Contractor shall await response from COR before proceeding with application of film on such defective units of glazing. When approved to proceed, the Contractor shall:

(1) Remove (temporarily) existing shades, blinds, and draperies from window units

(2) Remove (temporarily) existing interior window grilles, if any.

(3) Remove existing shatter resistant window film, if any.

(4) Clean the glass of paint, foreign compounds, smears, and spattered surfaces where the SRWF is to be applied. After the initial cleaning, the Contractor shall further clean the surface to receive the film following the film manufacturer's instructions.

6.2 Application - After surface preparation, the Contractor shall apply the SRWF with the manufacturer's recommendations and instructions. The Contractor shall apply SRWF to the interior (room) side of the glass for both single and double glazed sheets, unless otherwise required by the Contracting Officer. Multiple applications of film to achieve specified performance are not allowed. The Contractor shall not apply the SRWF if there:

(a) Are visible dust particles in the air,

(b) Is frost on the glazing, or

(c) Is any room condition such as temperature and humidity that does not meet the manufacturer's instructions.

The Contractor shall follow the manufacturer's instructions on film application and room conditions to allow for proper curing of the adhesive.

6.2.1. Reserved

6.2.2. Application To Existing Glass Without Dismantlement - The Contractor shall apply SRWF to extend to within 1.6 mm (1/16 inch) with a maximum of 5-mm (3/16 inch) of the edge of the visible glass area.
6.2.3. Splicing - Splices or seams in shatter-resistant window film are permitted only when a sheet of glass has a dimension exceeding 1.475 meters (58 inches) in both directions. All seams shall have a minimum overlap of 6-mm (1/4 inch).

6.3. Cleaning - The Contractor shall follow the manufacturer’s instructions for cleaning of the shatter-resistant windows.

7. Field Inspection/Quality Control

(a) The applied SRWF shall be clean and free of peeling, splitting, scratches, creases, wrinkles, discoloration, edge damage, foreign particles, or other optical defects or distortions.

(b) The film application shall be free of air bubbles after 30 days.

(c) SRWF shall not show signs of waviness and distortion at the time the work is accepted. The unaided eye (except for corrective prescription glasses) shall make this determination, when the film is viewed from a distance of 3 meters (10 feet) from the interior room side at angles up to 45 degrees when looking at a clear or uniformly overcast sky.

(d) The Contractor shall remove unacceptable shatter-resistant window film applications following the manufacturer's instructions and apply new film.

8. Reinstallation - The Contractor shall reinstall any shades, blinds, draperies, and other window dressing elements that were temporarily removed to facilitate SRWF application. The Contractor shall reinstall any interior window grilles that were temporarily removed.

9. Warranty - The Contractor warrants items and services provided, following FAR 52.212-4, Contract Terms and Conditions-Commercial Items.

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 in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

During the warranty period of the SRWF the Contractor at its own expense will replace the SRWF if cracking, crazing, peeling, or inadequate adhesion occurs.

10. Period Of Performance - 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 10 days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.
All work under this contract, including clean up and reinstallation of window dressings, shall not exceed one (1) year after the start date shown in the Notice to Proceed.

11. Work Hours - The Contractor shall perform all work during 08:00 – 16:00 hours, Monday through Friday except for the holidays identified below. The Contracting Officer may approve other hours. The Contractor shall give 24 hours advance notice to the Contracting Officer who may consider any deviation from the hours identified above. Changes, initiated by the Contractor, in work hours will not be cause for a price increase.

11.1 The Department of State observes the following days* as holidays in 2017:

- 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.

11.2 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.

(c) The Embassy will observe in addition to (a) above the below listed holidays in 2017.

- Epiphany Day
- Kathara Deftera
- Annunciation Day
- Good Friday
- Easter Monday
- Holy Spirit
- Assumption Day
- Boxing Day
12. Personnel Requirements

12.1 Removal of Personnel

12.1.1 The Contractor must:

(a) Submit to Embassy’s background check and the outcome must be without any derogatory information.

(b) Maintain discipline at the site and at all times;

(c) Take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and

(d) 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.

(e) Have their identification on their person at all times.

(f) Make sure that all doors and windows are kept closed, especially when there are pets of any kind that could escape.

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

(a) Incompetent,

(b) Careless,

(c) Insubordinate

(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.

12.2 Construction Personnel Security

After award of the contract, the Contractor has ten (10) 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 30 days to perform.

Failure to provide any of the requested 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 the individual may have access to the site. The Government may revoke the access privilege at any time due to the falsification of data, or misconduct on site.

12.3 Language Proficiency

The 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.

13. 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 (such as a generator) available if needed to ensure that film shall be applied in conformance with manufacturer's specifications. The Contractor shall not adjust the heating or air conditioning controls in properties with utilities turned on to maintain temperature. Contractor shall have its own source of cleaning supplies available for clean-up.

14. Materials and Equipment

The Contractor shall provide all necessary supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, if necessary to perform the work. Contractor shall also have their own cleaning supplies required to clean up after themselves i.e. mop, mop bucket and garbage bags.

15. Insurance

15.1 Amount of Insurance

The Contractor is required to provide whatever insurance is legally necessary under Section I, 52.228-5, "Insurance - Work on a Government Installation.” The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

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

<table>
<thead>
<tr>
<th>(1) Bodily Injury, On or Off the Site, in US Dollars</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence</td>
<td>€167,000.00</td>
</tr>
<tr>
<td>Cumulative</td>
<td>€5,200,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(2) Property Damage, On or Off the Site, in US Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence</td>
</tr>
</tbody>
</table>
The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

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

(a) Any property of the Contractor,
(b) Its officers,
(c) Agents,
(d) Servants,
(e) Employees, or
(f) Any other person,

arising from, and incidental, to the Contractor's performance of this contract.

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

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

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

15.3 Time For Submission Of Evidence Of Insurance - The Contractor shall provide evidence of the insurance within ten (10) 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.

16. Laws and Regulations

16.1 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.

17. SAFETY

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.

(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.

18. Deliverables

The Contractor shall deliver the following items under this contract:

<table>
<thead>
<tr>
<th>Section/Description</th>
<th>Qty</th>
<th>Delivery Date</th>
<th>Deliver To</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Warranties/Guaranties</td>
<td>1</td>
<td>As required or by completion date</td>
<td>Contracting Officer</td>
</tr>
<tr>
<td>12.2 List of Personnel</td>
<td>1</td>
<td>10 days after Award</td>
<td>Contracting Officer’s Rep</td>
</tr>
<tr>
<td>15. Insurance</td>
<td>1</td>
<td>10 days after Award</td>
<td>Contracting Officer’s Rep</td>
</tr>
<tr>
<td>17. Safety Plan</td>
<td>1</td>
<td>10 days after Award</td>
<td>Contracting Officer’s Rep</td>
</tr>
</tbody>
</table>

19 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Scope of Work Para</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services, Performed</td>
<td>1. thru 19.</td>
<td>All required services are performed and no more than one (1) customer complaint is received per month.</td>
</tr>
</tbody>
</table>
20. List of Attachments

Attachment 1: Specification Safety and Security Window Films
ATTACHMENT 1:

Specifications:

Safety & Security Window Films / 8 Mil Clear

<table>
<thead>
<tr>
<th>Physical Properties Nominal</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gauge</td>
<td>200 micron / 8 Mil</td>
</tr>
<tr>
<td>Peel strength</td>
<td>985 g/cm</td>
</tr>
<tr>
<td>Tensile strength</td>
<td>2,110 kg/cm²</td>
</tr>
<tr>
<td>Break strength</td>
<td>43 kg/cm</td>
</tr>
<tr>
<td>ASTM D4830 puncture test</td>
<td>64 kg</td>
</tr>
</tbody>
</table>
SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4  CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017), is incorporated by reference (see SF-1449, Block 27A)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (JAN 2017)

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

1. [52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

[Contracting Officer check as appropriate.]

(2) [52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).
(5) [Reserved].
(10) [Reserved].
(ii) Alternate I (Nov 2011) of [52.219-3].
(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]


(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).


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

(16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)).

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

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

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

(v) Alternate IV (Nov 2016) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).


(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).


(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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


(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).


(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(37)(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.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

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


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

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


(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(46) 52.223-21, Foams (Jun 2016) (E.O. 13693).


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

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


X (50) 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).


(52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).


X (56) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).


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

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

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

[Contracting Officer check as appropriate.]

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


(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
(11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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


(ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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


(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.


(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).


(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)
ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

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)

52.228-3 WORKERS COMPENSATION INSURANCE (DBA)

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 (JUN 2013)
52.250-2    SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009)

The following FAR clauses are provided in full text:

52.216-18    ORDERING (OCT 1995)

    (a) Any supplies and services to be furnished under this contract shall be ordered by
        issuance of delivery orders or task orders by the individuals or activities designated in the
        Schedule. Such orders may be issued from date of award through base period or option periods if
        exercised.

    (b) All delivery orders or task orders are subject to the terms and conditions of this
        contract. In the event of conflict between a delivery order or task order and this contract, the
        contract shall control.

    (c) If mailed, a delivery order or task order is considered "issued" when the
        Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by
        electronic commerce methods only if authorized in the Schedule.

52.216-19    ORDER LIMITATIONS (OCT 1995)

    (a) Minimum order. When the Government requires supplies or services covered by
        this contract in an amount of less than 500.00 Euro, the Government is not obligated to purchase,
        nor is the Contractor obligated to furnish, those supplies or services under the contract.

    (b) Maximum order. The Contractor is not obligated to honor--

        (1) Any order for a single item in excess of 150,000.00 Euro;

        (2) Any order for a combination of items in excess of 150,000.00 Euro; or

        (3) A series of orders from the same ordering office within 30 days that
            together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

    (c) If this is a requirements contract (i.e., includes the Requirement clause at
        subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not
        required to order a part of any one requirement from the Contractor if that requirement exceeds
        the maximum-order limitations in paragraph (b) above.

    (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any
        order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is
        returned to the ordering office within two (2) days after issuance, with written notice stating the
        Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this
        notice, the Government may acquire the supplies or services from another source.
52.216-22    INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and
effective for the period stated, in the Schedule. The quantities of supplies and services specified
in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in
accordance with the Ordering clause. The Contractor shall furnish to the Government, when and
if ordered, the supplies or services specified in the Schedule up to and including the quantity
designated in the Schedule as the “maximum.” The Government shall order at least the quantity
of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the
Schedule, there is no limit on the number of orders that may be issued. The Government may
issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within
that period shall be completed by the Contractor within the time specified in the order. The
contract shall govern the Contractor’s and Government’s rights and obligations with respect to
that order to the same extent as if the order were completed during the contract’s effective
period; provided, that the Contractor shall not be required to make any deliveries under this
contract after one year beyond the contract’s effective period.

52.217-8    OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the
rates specified in the contract. The option provision may be exercised more than once, but the
total extension of performance hereunder shall not exceed 6 months. The Contracting Officer
may exercise the option by written notice to the Contractor within the performance period of the
contract.
52.217-9  OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

52.232-19  AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

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

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

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.
652.216-70  ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule - Continuation; or,

(b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

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.

(c) Invoice Submission. The Contractor shall submit invoices electronically to NicosiaVoucherUnit@state.gov , cc NicosiaContracting@state.gov and cc, Residential Security Coordinator. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

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

(b) The COR for this contract is the Residential Security Coordinator.
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.
SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1    INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2017) is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

SUMMARY OF INSTRUCTIONS

Each offer/quotation must consist of the following:

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

(b) Information demonstrating the offeror’s/quoter’s ability to perform, including:

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

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

   (3) List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Cyprus then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client’s contact person. In addition, the client’s contact person may be asked to comment on the offeror’s:

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

The Government will use past performance information primarily to assess an offeror’s capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror’s work experience. The Government may also use this data to evaluate the credibility of the offeror’s proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.
(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(6) The offeror’s strategic plan for the supply and installation of SRWF 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 (FAR) solicitation provision(s) is/are incorporated by reference:

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APRIL 1991)

Pre-Quotation Conference

A pre-quotation conference to discuss the requirements of this solicitation will be held on May 9th at 09:30 hours at the American Embassy Nicosia, Corner Metochiou & Ploutarchou Streets, Engomi, Nicosia 2047, Cyprus. Offerors interested in attendance should contact the following individual to make appropriate arrangements:

Mr. Savvas Kissopodas at telephone number. +357-22-393381 or e-mail NicosiaContracting@state.gov.

Offerors are urged to submit written questions at least three days before the scheduled pre-proposal conference date, using the address provided in Block 9 of Standard Form 1449, Solicitation, Offeror and Award, of this solicitation, or by emailing the questions to the above e-mail address, marked to the attention of the above-named individual.

Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered at the conference.
The Government’s statements at the pre-proposal conference shall not be considered to be a change to the solicitation unless a written amendment is issued.

Following the conference, all questions presented in writing will be posted on internet site of U.S. Embassy, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued.

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

652.206-70 Advocate for Competition/Ombudsman.

As prescribed in 606.570, insert the following provision:

ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

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

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

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

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Robert Collins, at 22393374. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State,
ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).
SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

(c) Price Evaluation. 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 reserves the right to reject proposals that are unreasonably low or high in price.

(d) Responsibility Determination. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

(1) Adequate financial resources or the ability to obtain them;

(2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;

(3) Satisfactory record of integrity and business ethics;

(4) Necessary organization, experience, and skills or the ability to obtain them;

(5) Necessary equipment and facilities or the ability to obtain them; and

(6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (DEC 2016)

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

(a) Definitions. As used in this provision—

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means—

1. In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

2. In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.


“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.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health
Administration, the Equal Employment Opportunity Commission, the Occupational Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

1. Department of Labor Wage and Hour Division (WHD) for—
   a. The Fair Labor Standards Act;
   b. The Migrant and Seasonal Agricultural Worker Protection Act;
   c. 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
   d. 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
   e. The Family and Medical Leave Act; and
   f. E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

2. Department of Labor Occupational Safety and Health Administration (OSHA) for—
   a. The Occupational Safety and Health Act of 1970; and
   b. OSHA-approved State Plans;

3. Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
   a. Section 503 of the Rehabilitation Act of 1973;
   b. The Vietnam Era Veterans’ Readjustment Assistance Act of 1972 and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974; and
   c. E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

4. National Labor Relations Board (NLRB) for the National Labor Relations Act; and

5. Equal Employment Opportunity Commission (EEOC) for—
   a. Title VII of the Civil Rights Act of 1964;
   b. The Americans with Disabilities Act of 1990;
   c. The Age Discrimination in Employment Act of 1967; and
   d. Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

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

6. 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

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

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

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.
“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:
(2) The Occupational Safety and Health Act (OSHA) of 1970.
(3) The Migrant and Seasonal Agricultural Worker Protection Act.
(10) The Family and Medical Leave Act.
(11) Title VII of the Civil Rights Act of 1964.
(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—
(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.

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

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

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

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

“Sensitive technology”—

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

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

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

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

“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.

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order:
“Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: __________.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) **Reserved** Representations required to implement provisions of Executive Order 11246—

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

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

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

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

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

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

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

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

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

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[List as necessary]

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

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

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

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

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

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[List as necessary]

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

Other Foreign End Products:

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[List as necessary]

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

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

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

Canadian End Products:

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[List as necessary]

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

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

Canadian or Israeli End Products:

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

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

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

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[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:

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

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

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

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

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

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

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

(1) Listed end products.

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

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

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

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

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

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

(2) □ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.
(3) Taxpayer Identification Number (TIN).
- □ TIN: ________________________________.
- □ TIN has been applied for.
- □ TIN is not required because:
  - □ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - □ Offeror is an agency or instrumentality of a foreign government;
  - □ Offeror is an agency or instrumentality of the Federal Government.

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

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

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
- (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
(i) This solicitation includes a trade agreements certification (e.g., 52.212-3 or a comparable agency provision); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

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

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:
Immediate owner CAGE code: ________________.
Immediate owner legal name: ________________.
(Do not use a “doing business as” name)
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code: ________________.
Highest-level owner legal name: ________________.
(Do not use a “doing business as” name)

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

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—
(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: _________________________

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

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror □ does □ does not anticipate submitting an offer with an estimated contract value of greater than $50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror □ does □ does not anticipate submitting an offer with an estimated contract value of greater than $500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror’s knowledge and belief [Offeror to check appropriate block]:

□ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or
(ii) There has been an administrative merits determination, arbitral award or
decision, or civil judgment for any labor law violation(s) rendered against the Offeror
during the period beginning on October 25, 2015 to the date of the offer, or for three years
preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the
Contracting Officer has initiated a responsibility determination and has requested
additional information, the Offeror shall provide—

(A) The following information for each disclosed labor law decision in the
System for Award Management (SAM) at www.sam.gov, unless the information is
already current, accurate, and complete in SAM. This information will be publicly
available in the Federal Awardee Performance and Integrity Information System
(FAPIIS):

(1) The labor law violated.
(2) The case number, inspection number, charge number, docket number, or
other unique identification number.
(3) The date rendered.
(4) The name of the court, arbitrator(s), agency, board, or commission that
rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil
judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to
demonstrate its responsibility, including mitigating factors and remedial measures such as
offeror actions taken to address the violations, labor compliance agreements, and other
steps taken to achieve compliance with labor laws. Offerors may provide explanatory text
and upload documents. This information will not be made public unless the contractor
determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision
to the Contracting Officer, if the Offeror meets an exception to SAM registration (see
FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under
(s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the
Offeror will not necessarily result in withholding of an award under this solicitation.
Failure of the Offeror to furnish a representation or provide such additional information
as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material
representation of fact upon which reliance was placed when making award. If it is later
determined that the Offeror knowingly rendered an erroneous representation, in addition
to other remedies available to the Government, the Contracting Officer may terminate the
contract resulting from this solicitation in accordance with the procedures set forth in
FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if
at any time prior to contract award the Offeror learns that its representation at paragraph
(s)(2) of this provision is no longer accurate.
(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

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

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES
(JUN 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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Yes/No</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) United States citizens or residents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Individuals hired in the United States, regardless of citizenship</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers’ compensation laws</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers’ compensation laws</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(b) The Contracting Officer has determined that for performance in the country of

√ 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)