General Services Office  
#1, Street 96, Phnom Penh, Cambodia  
Tel: 023 728 000

SUBJECT: Solicitation 19CB6018Q0034 – “Preventive Maintenance Services for Photovoltaic System” for U.S. Embassy, Phnom Penh

Dear Prospective Bidders:

The Embassy of the United States of America invites you to submit a quotation for Preventive Maintenance Services for Photovoltaic System” for U.S. Embassy, Phnom Penh for a base year of twelve months and four option years.

More details on the services can be found in Section 1: Description/ Specifications/Work Statement in this solicitation document. Your quotation shall be Firm-Fixed Price.

The Embassy will conduct a pre-quotation conference and site visit on August 27, 2018 at 10am to 11:30am, local time. All the prospective bidders who have received a solicitation package are invited to attend. See Section 3 of the solicitation for instructions. Anyone interested in attending the pre-quotation conference/site visit should submit their name to Chansophal Phon, via E-mail: PhonC@state.gov, no later than August 23, 2018 at 5:00 pm.

Your quotation must be submitted in a sealed envelope marked “Preventive Maintenance Services for Photovoltaic System” for U.S. Embassy, Phnom Penh to Brendan Harley, GSO-Procurement, #1, Street 96, Phnom Penh, Cambodia or be sent by email to PhnomPenhProcurement@state.gov prior to 4:00 PM, local time on September 4, 2018. No quotation will be accepted after this time. Electronic quotations will be accepted, and the file type shall be in PDF at a maximum size of 15 MB.

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 Solicitation Requirement, Section 3.

I call your attention to the requirement of clause 52.204-7 - SYSTEM FOR AWARD MANAGEMENT (OCT 2016) in the solicitation document. All bidders must register in System for Award Management, and for registration, please follow the link: https://www.sam.gov/portal/public/SAM/.

Direct any questions regarding this solicitation to (PhnomPenhProcurement@state.gov).

Sincerely,

Brendan J. Harley
Contracting Officer

U.S. Embassy Phnom Penh, 19CB6018Q0034 - Preventive Maintenance Services for Photovoltaic System” for U.S. Embassy, Phnom Penh
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- Solicitation Provisions
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SECTION 1 - THE SCHEDULE SF-1449

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

1. REQUISITION NUMBER

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY

10. THIS ACQUISITION IS

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

15. DELIVER TO

16. ADMINISTERED BY

17a. CONTRACTOR/OFFERER

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

19. SCHEDULE OF SUPPLIES/SERVICES

20. QUANTITY

21. UNIT

22. UNIT PRICE

23. AMOUNT

24. ACCOUNTING AND APPROPRIATION DATA

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

26. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

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

29. AWARD OF CONTRACT: REF. _______ OFFER DATED _______. YOUR OFFER ON SOLICITATION (BLOCK 3), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30c. DATE SIGNED

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

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

31c. DATE SIGNED

Brendan Harley

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

Computer Generated

STANDARD FORM 1449 (REV. 02/2012)
SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
RFQ NUMBER 19CB6018Q0034

1.0. DESCRIPTION

The US Embassy in Phnom Penh, Cambodia requires preventive maintenance services on the facility’s Photovoltaic System (solar panels, inverters, disconnects and panels, controls, monitoring). These services shall result in all systems being serviced under this agreement being in good operational condition when activated.

1.1. TYPE OF CONTRACT

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

1.2. PERIOD OF PERFORMANCE

The contract will be for a period of one-year, with a maximum of four one-year optional periods of performance and will be expected to commence no later than November 2015.

2.0. PRICING

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

2.1. Base Year. The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Quantity of Equipment</th>
<th>Type of services</th>
<th>No. of service</th>
<th>Unit price / service ($)</th>
<th>Total per year ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Photovoltaic Systems</td>
<td>1</td>
<td>Maintenance</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VAT 10% (If applicable): _______________________

U.S. Embassy Phnom Penh, 19CB6018Q0034 - Preventive Maintenance Services for Photovoltaic System for U.S. Embassy, Phnom Penh
2.2. **Option Year 1.** The Contractor shall provide the services shown below for Option Year 1 of the contract, and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Quantity of Equipment</th>
<th>Type of services</th>
<th>No. of service</th>
<th>Unit price / service ($)</th>
<th>Total per year ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Photovoltaic Systems</td>
<td>1</td>
<td>Maintenance</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VAT 10% (If applicable): ______________________________

Total Option Year 1: ______________________________

2.3. **Option Year 2.** The Contractor shall provide the services shown below for Option Year 2 of the contract, and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Quantity of Equipment</th>
<th>Type of services</th>
<th>No. of service</th>
<th>Unit price / service ($)</th>
<th>Total per year ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Photovoltaic Systems</td>
<td>1</td>
<td>Maintenance</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VAT 10% (If applicable): ______________________________

Total Option Year 2: ______________________________

2.4. **Option Year 3.** The Contractor shall provide the services shown below for Option Year 3 of the contract, and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Quantity of Equipment</th>
<th>Type of services</th>
<th>No. of service</th>
<th>Unit price / service ($)</th>
<th>Total per year ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Photovoltaic Systems</td>
<td>1</td>
<td>Maintenance</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VAT 10% (If applicable): ______________________________

Total Option Year 3: ______________________________
2.5. Option Year 4. The Contractor shall provide the services shown below for Option Year 4 of the contract, and continuing for a period of 12 months.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Quantity of Equipment</th>
<th>Type of services</th>
<th>No. of service</th>
<th>Unit price / service ($)</th>
<th>Total per year ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Photovoltaic Systems</td>
<td>1</td>
<td>Maintenance</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Option Year 4</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VAT 10% (If applicable): ____________________________
Total Option Year 4: _____________________________

2.6. Total for all years:
- Initial Service $__________
- Option Year 1 $__________
- Option Year 2 $__________
- Option Year 3 $__________
- Option Year 4 $__________

TOTAL $__________

2.7. Repair option. Repairs are NOT included under this agreement (see 7.1.3) and are to be done outside this contract. However, we would like to have current labor rates in the event that there is an issue discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. As stated in 7.1.3 any necessary repairs or parts will be submitted for approval and then billed against a separate PO. The Contractor is not approved to do any additional work without approval.

Repair Labor Rates
- Initial Service $_________/hr
- Option Year 1 $_________/hr

3.0 NOTICE TO PROCEED

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

4.0. EQUIPMENT AND PERFORMANCE REQUIREMENTS

4.1. The US Embassy in Phnom Penh requires the Contractor to maintain the following systems in a safe, reliable and efficient operating condition. Please see equipment list included in Exhibit A for a more detailed description.

1) Equipment Description

4.2. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, as well as all transportation, equipment, tools, supplies and materials required to perform inspection, maintenance, and component replacement as required to maintain the systems in accordance with this work statement. Under this Contract the Contractor shall provide:

The services of trained and qualified technicians to inspect, adjust, and perform scheduled preventive maintenance.

4.3. Performance Standards

It is expected that all aspect this SOW will be completed. Work will result in the system being in good working condition upon reactivation. All deliverables shall be completed on time under this agreement.

5.0. HOURS OF PERFORMANCE

5.1. The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 8:00 AM and 17:00 PM Monday through Friday. No work shall be performed on US Government and local holidays.

6.0. ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

6.1. General. The Contractor shall designate a representative who shall supervise the Contractor’s technicians and be the Contractor’s liaison with the US Embassy. The Contractor’s employees shall be on-site only for contractual duties and not for any other business or purpose. Contractor employees shall have access to the equipment and equipment areas and will be escorted by Embassy personnel.

6.2. Personnel Security. The Government reserves the right to deny access to US-owned and US-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this Contract prior to their utilization. Submission of information shall be made within 5 days of award of contract. No
technician will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled visit.

6.2.1. Vehicles. Contractor vehicles will not be permitted inside the embassy compound without prior approval. If you need to have vehicle access please submit your vehicle information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This should be submitted to the Facility Manager at least one (1) week prior to the visit.

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

6.3. Security Clearances. Security clearances are not a requirement for performance on this contract, as there will be no access to classified information or areas.

6.3.1. The Contractor must comply with all of the following requirements relating to the protection of US Embassy in Phnom Penh, Diplomatic personnel, property and compound project information and cooperate fully in all security matters Sensitive But Unclassified (SBU) and information that may arise relating to this contract.

Contractor personnel may also be exposed to various documents and signs, including Post notices, event schedules, DoS regulations and conversations or announcements relating to the operation of the US Embassy Phnom Penh and diplomatic personnel. This information should not be shared with anyone not employed by or falling under the protection of the Embassy.

Contractor personnel may be exposed to various documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs, and specifications, received or generated in conjunction with this contract. These documents contain information associated with diplomatic facilities for the US Department of State. These documents have been marked with the handling designations “Unclassified” or “Sensitive But Unclassified” and US Government warnings against reproduction and distribution. These documents require special handling and dissemination restrictions. All handling designations and warnings on original documents must be reproduced on subsequent copies.

The loss, compromise, or suspected compromise or loss of any SBU information, contract related information (personnel files, payroll information, etc.), any post or diplomatic facility related information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs), or ANY information which may adversely affect the security interests of the United States, must be immediately brought to the attention of the Contracting Officer (CO) and Contracting Officer’s Representative (COR).
Photographs of any diplomatic overseas building or facility must be authorized in advance by the COR and Regional Security Officer (RSO), who will establish any controls, limits, and/or restrictions as necessary. Exposed film depicting any Controlled Access Area and/or sensitive equipment must be developed in a US-controlled environment by appropriately cleared personnel. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

Transmission of any information marked Sensitive But Unclassified (SBU) or contract/personnel sensitive information, via the Internet, is prohibited. SBU information can be transmitted via ProjNet, mail, FedEx (or other commercial carrier) or fax, or hand-carried by authorized contractor personnel.

Discussion of US Diplomatic post activities while not on post, to include in homes, hotel rooms, restaurants and all other public places, is prohibited. Any contact with host or third country nationals that seems suspicious (such as undue curiosity in the project or project personnel) shall be reported immediately to the COR and RSO.

The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the US Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company or personal websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

6.4. Standards of Conduct

6.4.1. General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.
6.4.2. Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

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

6.4.4. Disorderly Conduct. The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

6.4.5. Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

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

6.4.7. Key Control. The Contractor will not be issued any keys. The keys will checked out from Post 1 by the “Facilities staff” escort on the day of service requirements.

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

7.0. SCHEDULED SERVICING ON THE PV SYSTEM

7.1. General

7.1.1. The Contractor shall perform preventive maintenance as outlined in Exhibit A - STATEMENT OF WORK. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and deterioration when units are activated/running.
7.1.2. The Contractor shall inventory, supply and replace expendable parts that have become worn down due to wear and tear. The Contractor shall maintain a supply of expendable and common parts on site so that these are readily available for normal maintenance; in addition to the appropriate tools, testing equipment, safety shoes and apparel for technicians, personal protective equipment (hands, hearing, eye protection), MSDS, cleaning material and oil spill containment kits. The contractor should inventory the supply after each visit and order replacement supplies and have them delivered on site.

7.1.3. Exclusion. This contract does NOT include repair of equipment and replacement of hardware. Hardware replacements will be separately priced out by the Contractor for the Government’s approval and acceptance. The Government has the option to accept or reject the Contractor’s quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If required by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

7.1.4. Replacement/repair of any electronic or electrical parts must be approved by the COR prior to installation of the part. If the Contractor proceeds to replace any electronic or electrical parts without COR approval, the Contractor shall de-install the parts at no cost to the Government.

7.2. Checklist Approval

The Contractor shall submit to the COR a schedule and description of preventive maintenance tasks which the Contractor plans to provide. The contractor shall customize a work sheet to match the equipment or use a factory supplied one outlining the sequence of events and tasks to be performed. The Contractor shall prepare this schedule, work sheet, and task description in a checklist format for the COR’s approval prior to contract work commencement.

7.2.1. The Contractor shall provide trained technicians to perform the service at frequencies stated in Exhibit A and on the equipment called out in this SOW. The technician shall sign off on every item of the checklist and leave a copy of this signed checklist with the COR or the COR's designate after the maintenance visit.

7.2.2. It is the responsibility of the Contractor to perform all manufacturers’ recommended preventive maintenance as well as preventive maintenance recommended by the manufacture technical manuals for the respective equipment.

8.0. PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required by this Contract. The Contractor shall provide all of the necessary materials and supplies to maintain, service, inspect and test all the systems to be maintained.
8.1. Contractor furnished materials will include but not limited to appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing and eye protection, MSDS, cleaning material and oil spill containment kit. Expendable/consumable will be maintained in the onsite inventory. See 7.1.2.

8.2. Repairs. Repairs are not included in this contract. See Item 7.1.3. Exclusions.

8.3. Disposal of used oil, fuel, battery and other toxic substances. The Contractor is responsible for proper disposal of toxic/hazardous substances. All material shall be disposed of according to Government and Local law. After proper disposal the contractor must show proof of authorized disposal of these toxic/hazardous substances.

9.0. Test and inspection field report: The contractor shall provide one copy of a typed summary report within 30 days of site work statement completion. The report must be written in the English language. At a minimum the report must include:

- Provide a narrative summary site report to include all findings, repairs or corrective measures, completed inspection/testing checklists.
- Provide a detailed report noting any noted discrepancy, include photos of the problem and a narrative summary of the corrective action required. The repair action will be contracted separately.
- Provide a Bill of Materials (BOM) as necessary for any required repair parts for future corrective action or repair. The BOM must note component name, part #, vendor or source, approximate lead time, suggested retail price.
- Provide a separate Bill of Materials (BOM) as necessary for any recommended spare parts for system. This can include applicable electrical safety PPE that post does not have onsite.
- Detail report covering all aspects of equipment upgrading, system modification, new part installation in all locations.
- Provide a “marked-up” as-build drawing as necessary to indicate any modifications or differences found during inspection.
- In the final report list any Locally Employed Staff that assisted in this planned maintenance action. This is not a training requirement, but rather to document the personnel involved in the work.

10.0. Deliverables

The following items shall be delivered under this contract:

<table>
<thead>
<tr>
<th>Description</th>
<th>QTY</th>
<th>Delivery Date</th>
<th>Deliver to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Names, biographic data, police clearance on Contractor personnel (#6.2)</td>
<td>1</td>
<td>5 days after contract award</td>
<td>COR</td>
</tr>
<tr>
<td>Certificate of Insurance (#10.2)</td>
<td>1</td>
<td>10 days after contract award</td>
<td>COR</td>
</tr>
<tr>
<td>Checklist and work sheet (7.2)</td>
<td>1</td>
<td>Prior to commencement of work</td>
<td>COR</td>
</tr>
</tbody>
</table>
11.0. INSURANCE REQUIREMENTS

11.1. Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor’s personnel in the performance of this Contract.

The Contractor’s assumption of absolute liability is independent of any insurance policies.

11.2. Insurance. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this Contract, whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

Public Liability Insurance

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,000</td>
<td>$10,000</td>
<td>Cumulative</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000</td>
<td>$30,000</td>
<td>Cumulative</td>
</tr>
</tbody>
</table>

Workers’ Compensation and Employer’s Liability

11.3. Worker’s Compensation Insurance. The Contractor agrees to provide all employees with worker’s compensation benefits as required under local laws (see FAR 52.228-4 “Worker’s Compensation and War-Hazard Insurance Overseas”).

12.0. LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the Contract shall be payable by the Contractor without Government reimbursement.

13.0. QUALITY ASSURANCE PLAN (QAP).

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

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>PWS Para</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performs all services set forth in the performance work statement (PWS)</td>
<td>1 thru 12</td>
<td>All required services are performed and no more than one (1) customer complaint is received per month</td>
</tr>
</tbody>
</table>

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

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

13.4. Procedures.

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

13.4.2. The COR will complete appropriate documentation to record the complaint.

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

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

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

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

13.4.7. The COR will consider complaints as resolved unless notified otherwise by the complainant.

13.4.8. Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.
14.0. TRANSITIONS/CONTACTS

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

14.1. On site contact. The following are the designated contact personnel between the US Embassy and the Contractor

- Facility Manager: Christopher Grawburg
- Technical Specialist: Kimmeng Hor

15. SUBMISSION OF INVOICES

The Contractor shall submit an invoice after each preventive maintenance service has been performed. Invoices must be accompanied by a signed copy of the Maintenance Checklist for the work performed including parts replacement and break down calls, if any. No invoice for preventive maintenance services will be considered for payment unless accompanied by the relevant documentation.

The Contractor should expect payment 30 days after completion of service or 30 days after receipt of invoice at the Embassy's payment office, whichever is later. Invoices shall be sent to:

Attn: Financial Management Office
U.S Embassy Phnom Penh
# 1, St. 96, Sangkat Wat Phnom, Daun Penh
Phnom Penh, Cambodia
Or via FMO Voucher Email: PHPVoucher@state.gov
Exhibit A - STATEMENT OF WORK

I. GENERAL INFORMATION:

The United States Embassy in Phnom Penh requires professional services and contractor cost proposals to perform preventive maintenance services on the facility’s Photovoltaic Systems.

II. PROJECT REQUIREMENTS:

DESCRIPTION OF EQUIPMENT *:
*Please see attachment at the end of this sheet for more details

III. GENERAL REQUIREMENTS:

The Contractor under this SOW will be responsible for labor, tools, and materials required to carry out all preventive maintenance as outlined in this SOW.

IV. SCOPE OF WORK - PHOTOVOLTAIC PREVENTIVE MAINTENANCE

To Provide: services to US Embassy Phnom Penh for the 304 KW solar electric system located at the US Embassy Compound in Phnom Penh, Cambodia. Contractor will work as required with the Customer Team (Client’s staff and Embassy Personnel) to achieve the Customer’s goals. It is the intention of the parties that this proposal addresses only the services described below. The parts required for the repair are not included in this proposal. A separate parts proposal will be provided under separate cover. The price displayed below assumes that this repair services effort occurs during the same visit as the recommissioning effort.

Photovoltaic System Maintenance Services:

Full recommissioning of the system and reporting to ensure that the PV system remains fully functional and in a neat and orderly condition consistent with industry practice and operational requirements.

• A photo-record of the installation and major components, including PV modules, inverters, transformers, BOS and source circuit combiners will be made, including photos showing connections within all installed enclosures.

• A copy of the photo record shall be provided.

Verification that components remain properly installed.

• Note whether mounting system components remain properly fitted.
• Note unusual positioning of the PV modules or mounting system.
• Note unusual positioning of the PV system conduit or combiners.

Inspection of outdoor components to confirm they are weatherproof and capable of surviving intact under the site environmental conditions.
• Confirm that outdoor enclosures are equipped to alleviate condensation.
• Confirm that doors, covers, panels, and cable exits are gasketed or otherwise designed to limit the entrance of dirt and moisture.
• Inspect the PV module surfaces for cracks or discolorations.
• Note build-up of leaves or other debris on PV modules, especially under and around the system hardware.

Testing of PV array
• Test each source circuit string for resistance to ground with a meg-ohm meter to ensure they are within acceptable parameters.
• Test each source circuit string for open circuit Voltage and short circuit Current. A copy of the measurements is to be included in the PV system annual report.
• Curve Trace each source circuit string. Note: Curve tracing can only be performed when irradiance is greater than 600W/m² (clear sky day, free of clouds during the test). A copy of the measurements is to be included in the PV system report.
• Any issues discovered during the I/V curve test operation will be further tested with an IR camera. This test will isolate the problem module(s) for replacement if necessary.
• Test for operating AC and DC Voltage and Currents.
• Confirmation that wiring is in good condition and continuous for each wiring run.
• Inspect wiring for mechanical damage and/or corrosion.
• Inspect conduit runs and electrical enclosures.
• Verify that wiring is bundled, laced and otherwise laid in an orderly manner.
• Verify that exposed wiring is of the correct type and suitably sunlight and weather resistant and is factory marked (stamped) as such.
• Check wires for permanent and durable identifying labels or markings on both ends.
• Confirm that wiring is bundled, laced and otherwise laid in an orderly manner.
• Inspect all electrical components.
• Test the inverters as outlined in each inverter’s Operations and Maintenance manual.
• Confirm that lightning arrestors and surge suppressors are properly installed and wired.
• Contractor will wash the modules as appropriate. SDA will bring with them the soft bristle brush required but will rely on the post to provide the standard extension handle (10 feet long) and the dishwashing detergent and 5 gallon bucket to conduct the effort.
• Contractor will clean the inverter fan screens and the fan blades themselves.
• Inspection of accessible electrical connections to confirm they are tight. This will require that the technicians open enclosures and check for proper torque of fasteners.
• Verification that non-current-carrying metal parts are solidly bonded and all equipment and PV system grounding is installed and functional per NEC 250.

Additional Repairs and Trouble Shooting:
• While at the site, SDA will correct any discovered issues that can be corrected during the scheduled inspection.
• During overlap with the solar system warranty period, trouble-shooting and repairs shall be dealt with in conjunction with the component warranty provider.
• Repairs and troubleshooting beyond the warranty period for issues that cannot be corrected during a scheduled inspection shall be provided on a time and materials basis.
• Any repair required that is discovered during this effort that is not specifically addressed with this proposal will be handled with an additional proposal addressing the specific issue identified and is not covered under this agreement.

Contractor Deliverables: A PV System report with a repair log and before and after images of the repair effort will be provided. In addition, a PV System report with array test data and observations will be provided. All drawings will be provided in the form of AutoCAD DWG and/or PDF files and written materials will be provided as WORD, Excel and/or PDF files. Photos shall be approved by the FSO prior to leaving the site each day and will be provided to the Post in the form of jpg files. All documentation will be provided in a manner consistent with State Department policy.

1) Equipment Description:

US EMBASSY PHNOM PENH
PHOTOVOLTAIC SYSTEM EQUIPMENT LIST

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<tr>
<th>ITEM</th>
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<th>QTY</th>
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<td>Sirco Load Break Switch 3P-160A</td>
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<td>ACDB-01 Panel including:</td>
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END OF STATEMENT OF WORK
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:

5. (5) [Reserved].
10. (10) [Reserved].
__ (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)).
__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
__ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
__ (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(ii)(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.
_ (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).
_ (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)).
_ (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:

[Paragraph (c) is not applicable]

_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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


(ii) 52.219-8, 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**.

(x) **52.222-41**, Service Contract Labor Standards (May 2014) (**41 U.S.C. chapter 78**).


(xii) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (**41 U.S.C. chapter 67**).

(xiii) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (**41 U.S.C. chapter 67**).


(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 this/these address(es):

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 this/these address(es): 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:

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<th>CLAUSE</th>
<th>TITLE AND DATE</th>
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<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)</td>
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<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</td>
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<tr>
<td>52.204-13</td>
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The following FAR clause(s) is/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.

52.217-8 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 two 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.

(b) Invoice Submission. The Contractor shall submit invoices in original and 1 copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

The invoice shall be sent to: Attn: Financial Management Office, #1, St. 96, Phnom Penh, Cambodia.
(c) Contractor Remittance Address. The Government will make payment to the contractor’s address stated on the cover page of this contract, unless a separate remittance address is shown below:

<table>
<thead>
<tr>
<th>Address</th>
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652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

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

1. New Year’s Day (U.S.)
2. Martin Luther King Day (U.S.)
3. Presidents’ Day (U.S.)
4. International Women’s Day (CAM)
5. Khmer New Year’s Day (CAM)
6. Labor Day (CAM)
7. Birthday of His Majesty Preah Bat Samdech Preah Boromneath NORODOM SIHAMONI, King of Cambodia (CAM)
8. Memorial Day (U.S.)
9. Children Day (CAM)
10. Independence Day observed (U.S.)
11. Labor Day (U.S.)
12. Pchum Ben Ceremony (CAM)
13. Columbus Day (U.S.)
15. Water Festival (CAM)
16. Water Festival (CAM)
17. Independence Day (CAM)
18. Veterans Day (U.S.)
19. Thanksgiving Day (U.S.)
20. Christmas Days (U.S.)

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

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

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

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

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

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

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

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

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Office 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 Electrical Engineer/Technician, Facilities Management Office

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

QUOTATION REQUIREMENT

Summary of Instructions. Electronic quotations will be accepted, and be sent to PhnomPenhProcurement@state.gov. The file type shall be in PDF at a maximum size of 15 MB. Address for submitting hard copies: Attn: GSO-Procurement, # 1, Street 96, Phnom Penh, Cambodia.

PRE-QUOTATION CONFERENCE AND SITE VISIT

To provide prospective bidders with a better understanding of the scope of services, the Embassy will hold a pre-quotation conference and site visit to discuss the requirements of this solicitation on August 27, 2018 at 10am to 11:30am at the following residences:

- U.S. Embassy Phnom Penh
  - # 1, Street 96, Sangkat Wat Phnom,
  - Khan Daun Penh, Phnom Penh, Cambodia

Offerors interested in attending shall contact the following individual:

Name: Chansophal Phon
Email PhonC@state.gov
Telephone Number: 023 728 052

Under FAR provision 52.237-1, Site Visit, the Embassy will arrange for site visits on the same date and time as the pre-quotation conference. Offerors should send their personnel name to the above individual no later than August 23, 2018 at 5:00 pm. Late registration is not accepted.

Each offer must consist of the following:

A. A completed solicitation, in which the SF-1449 cover page (block 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 Cambodia 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 Preventive Maintenance Service 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) A copy of the Certificate of Insurance(s), or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm

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

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

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<thead>
<tr>
<th>PROVISION</th>
<th>TITLE AND DATE</th>
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<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (OCT 2016)</td>
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<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)</td>
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<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
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<td>52.225-25</td>
<td>PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)</td>
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</table>
The following DOSAR provisions are provided in full text:

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

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

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

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

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Anderson D. Gary, at 855-23 728 000, Fax: 855-23-728-600. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.
SECTION 4 - EVALUATION FACTORS

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

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

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

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

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

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

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

The following FAR provisions 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 5 - 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 Safety and 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—
   - The Fair Labor Standards Act;
   - The Migrant and Seasonal Agricultural Worker Protection Act;
   - 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
   - 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
   - The Family and Medical Leave Act; and
   - E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

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

3. Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
   - Section 503 of the Rehabilitation Act of 1973;
   - The Vietnam Era Veterans’ Readjustment Assistance Act of 1972 and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974; and
   - 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—
   - Title VII of the Civil Rights Act of 1964;
   - The Americans with Disabilities Act of 1990;
   - The Age Discrimination in Employment Act of 1967; and
   - 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) 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) Representations required to implement provisions of Executive Order 11246—

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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<th>Line Item No.</th>
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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)(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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<th>Line Item No.</th>
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[List as necessary]

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

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

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

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

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

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

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

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

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 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>
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<th>Listed End Product</th>
<th>Listed Countries of Origin</th>
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(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
(1) Preventive Maintenance Services for Photovoltaic System" for U.S. Embassy, Phnom Penh

(a) The offeror □ does □ does not certify that—

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

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

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

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

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

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

   (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—
      (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
      (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

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

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

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

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

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following
information for all predecessors that held a Federal contract or grant within the last three years (if
more than one predecessor, list in reverse chronological order):
Predecessor CAGE code: ________ (or mark “Unknown”)
Predecessor legal name: _________________________
(Do not use a “doing business as” name)

(s) 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,
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)