U.S. CONSULATE ADANA, TURKEY

SOLICITATION DOCUMENT

SOLICITATION for U.S. CONSULATE ADANA MSG HATS RENOVATIONS

Solicitation No.: PR10483566, 19TU10-22-Q-0003

General Services Office: Acquisitions

Güzelevler Mah., Girne Blv., No.212, Yüreğir-Adana, Turkey

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SF-1442 COVER SHEET

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ATTACHMENTS:

Attachment #1: Sample Letter of Bank Guaranty
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Attachment #3: Contractor's Certification on Compliance with National Defense Authorization Act (NDAA)

SOLICITATION	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	19TU10-22-Q-0003	☐ SEALED BID (IFB) [X] NEGOTIATED	02/07/2022	3/55

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. PURCHASE REQUEST NO.	6. PROJECT NO.
	PR10483566	

7. ISSUED BY CODE	8. ADDRESS OFFER TO
U.S. CONSULATE ADANA GÜZELEVLER MAH. GİRNE BLV. NO.212 YÜREĞİR – ADANA, TURKEY	E-Mail: ADANA-PROCUREMENT@STATE.GOV

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code).* ***(NO COLLECT CALLS)***
	ADANA PROCUREMENT	(322) 455-4124

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS. *(Title, identifying no., date):*

U.S. CONSULATE ADANA MSG HATS RENOVATIONS (including all labor, materials, overhead and profit).

11. The Contractor shall begin performance within1 (one) calendar days and complete it within 60 (sixty) calendar days after receiving ☐ award. ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. *(See _____.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* ☒ YES ☐ NO	12B. CALENDAR DAYS 15 (FIFTEEN)

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____(hour) local time_____(date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 1 (one) calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.*

AMOUNT in $ (U.S. Dollar) ➔

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20B. SIGNATURE	20C. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM ➔	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return 1 (ONE) copy to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31A. NAME OF CONTRACTING OFFICER *(Type or print)*	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

Computer Generated
(REV. 4-85)

STANDARD FORM 1442 BACK

SECTION A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment, and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Total Price (including all labor, materials, overhead and profit)	

This is a firm-fixed price and shall be in $ (U.S. Dollar).

A.1. VALUE ADDED TAX (VAT)

The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on invoices as the U.S. Consulate Adana has a Tax Exemption Certificate with the host government.

SECTION B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

B.1. DESCRIPTION OF WORK

U.S. Consulate Adana is seeking for proposal of existing kitchen renovation for MSG HATs and exterior upgrades for the compound located in Güzelevler Mahallesi 212, Yüreğir, Adana, Turkey.

Contractor shall provide all labor, materials, and equipment necessary to demolish, furnish, erect, work on the shop drawings and install all items listed below in accordance with Unified Facilities Criteria (UFC 1-200-01) and other applicable UFC's at http://www.wbdg.org/ffc/dos, National Fire Protection Association (NFPA), National Electric Code (NEC), Occupational Safety Health Administration (OSHA), Turkish Occupational Safety Health Law (ISGK 6331), OBO Building Codes (OBO), Turkish Standard Institute (TSE) Regulations.

Contractor is responsible for identifying differing site conditions to the government in writing. Contractor shall adhere to all construction codes that are in standard use on U.S. Consulate Adana Compound, and which govern work to be executed under this project. The contractor is also responsible for providing overall well working facilities and including items, which may not be specifically stated but are essential to the construction of such facilities. Any changes suggested by the contractor to the statement of work require approval from the Contracting Officer before acceptance is given for a recommended change. In the event of conflict between statement of work, drawings, and specifications, the most restrictive shall govern.

The contractor is solely responsible to provide the government a 'complete and useable' facility or end-product IAW the scope of this project. Any government 'approvals or signatures' of the contractor's shop drawings submittals or shop drawings in no way represents the government's 'verification' of the quality or accuracy of the contractor's shop drawings. Any, and all, problems encountered during the construction performance period of this contract that are a result of planning

errors or planning omissions by the contractor - are solely the responsibility of the contractor to resolve and correct at no additional cost to the government.

The project includes dismantling of all existing kitchen equipment, removal of existing flooring, dismantling of bathroom equipment and converting it to pantry room, removing, providing and installing new kitchen equipment in accordance with given reference drawing (see PICTURE #1), providing and installing new ventilation system including all connections for electrical to make this facility complete and usable and exterior upgrades which are specified in SOW.

B.2. WORK TASKS

Contractor shall dismantle all equipment in existing bathroom and kitchen (refrigerators, kitchen cabinets, sink, bathtub, water heater and its piping, toilet, lighting fixtures, A/Cs) deliver them to the Consulate warehouse. The Consulate warehouse is located 10 km offsite of compound.

All debris is to be sent from project location to off to compound.

Contractor shall close all drainage/water line pipes and seal them properly in bathroom section.

Contractor shall remove existing swing door and deliver it to the Consulate.

Contractor shall remove existing vinyl flooring and install new epoxy flooring. Epoxy flooring shall be non-skid and hygiene type which can be used in commercial kitchen areas. Contractor shall provide and install new baseboards.

Contractor shall clean all wall and ceiling surfaces from oil, mold with proper technique in accordance with manufacturer recommendations.

Contractor shall seal/close any openings after dismantling of equipment.

Contractor shall clean the existing floor drain piping line with proper equipment and necessary repairs/new installations shall be performed according to the new equipment lay out plan (sink, dishwasher etc.).

Contractor shall provide and install new water lines according to new equipment lay out plan.

Contractor shall provide and install pull-down commercial sink faucet which is compatible with sink.

Contractor shall provide and install new duplex 220V/380V power outlets according to the equipment list, main power panel, subpanel complete with new grounding, surge protection devices and power meters in accordance with UFC 3-520-01 and NFPA 70. Contractor shall pull new cabling from the panel approximately within 25 meters distance.

Contractor shall provide new wiring for equipment and power outlets. Wiring shall be in GRSC conduit and cable protector shall be provided over the floor if needed.

Contractor shall protect and keep existing fire suppression system and its components in place (valves, gauges etc.) but contractor shall install 1 EA pendant sprinkler head on the existing pipeline for pantry room per NFPA 13. Contractor is required to deliver the system functional and useable after all required testing is performed.

All internal electrical wiring shall be provided and installed by the contractor.

Please see below existing bathroom photos:

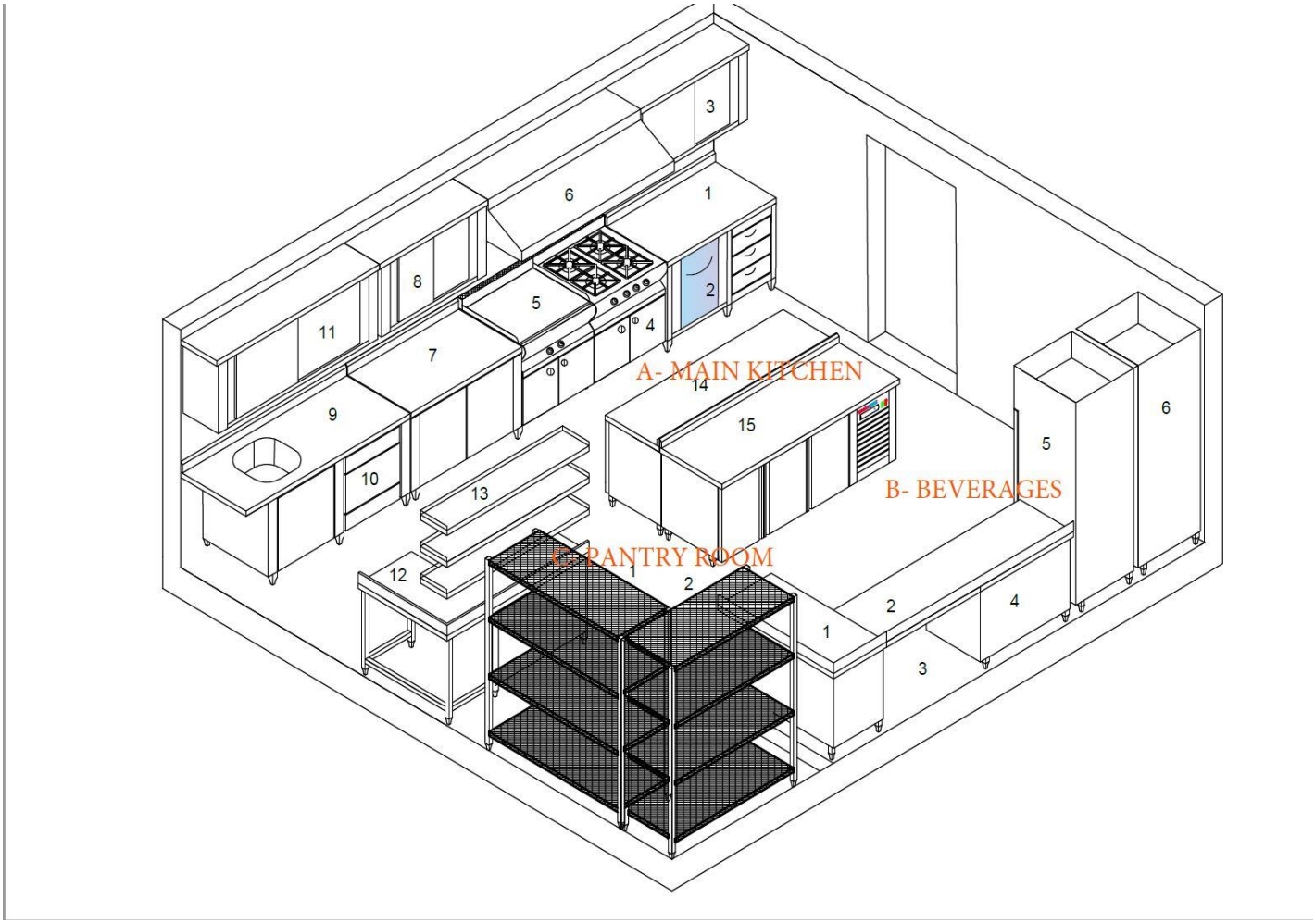
Contractor shall provide new ventilation system for entire kitchen other than kitchen hood complete with exterior package unit. Contractor shall submit a calculation for 100 square meters, 350 cubic meters area ventilation with insulation, electrical cabling, control unit, damper, motion sensor with timer and connections and all necessary accessories. Flexible conduit will not be allowed. Contractor shall install new spiral round duct lines (Color code: Black) complete with rounded grilles. Contractor shall use existing opening for new duct line to perform exterior package unit connection.

Contractor shall provide and install hot water system for kitchen with 3 phase heater and all required accessories for fully operational kitchen service IAW UPC and IBC for kitchen.

Contractor shall provide and install new LED type interior lighting fixtures, lighting switches, complete with new wiring and EMT conduit in accordance with latest UFC 3-530-01 and NFPA 70.

Contractor shall provide and install industrial type new kitchen equipment (Erginoks or approved equal) with minimum of below items:

PICTURE # 1



Section A – Main Kitchen

1. Countertop completes with 3 EA drawers and conventional oven opening (Dimensions in cm: 142*70*85).
2. Conventional Oven – with steam - Digital Unox Baker lux PF44AT or approved equal.
3. Wall Cabinet with interior shelves complete with sliding covers (Dimensions in cm: 142*40*70).
4. Industrial type cooktop – Government will provide.
5. Industrial type grille completes with cabinet and cover - ELK700 Plus or approved equal (Dimensions in cm: 80*70*85).
6. Wall Type Hood completes with filters (Dimensions in cm: 171*80*40).
7. Countertop completes with interior shelving and sliding covers (Dimensions in cm: 132*70*85).
8. Wall type cabinet completes with interior shelving and sliding covers (Dimensions in cm: 132*40*70).
9. Countertop completes with single compartment sink and cabinet underneath (Dimensions in cm: 160*70*85).
10. New quick type dishwasher (560 p/h).
11. Wall type cabinets completes with interior shelving and sliding cover.
12. L shaped countertop.
13. Wall shelves 3 EA completes with front barrier.
14. Counter type fridge completes with 3 sections – tropical system and digital panel (Dimensions in cm: 200*60*85).
15. Counter type freezer completes with 3 sections – tropical system and digital panel (Dimensions in cm: 200*60*85).

Section B – Beverages

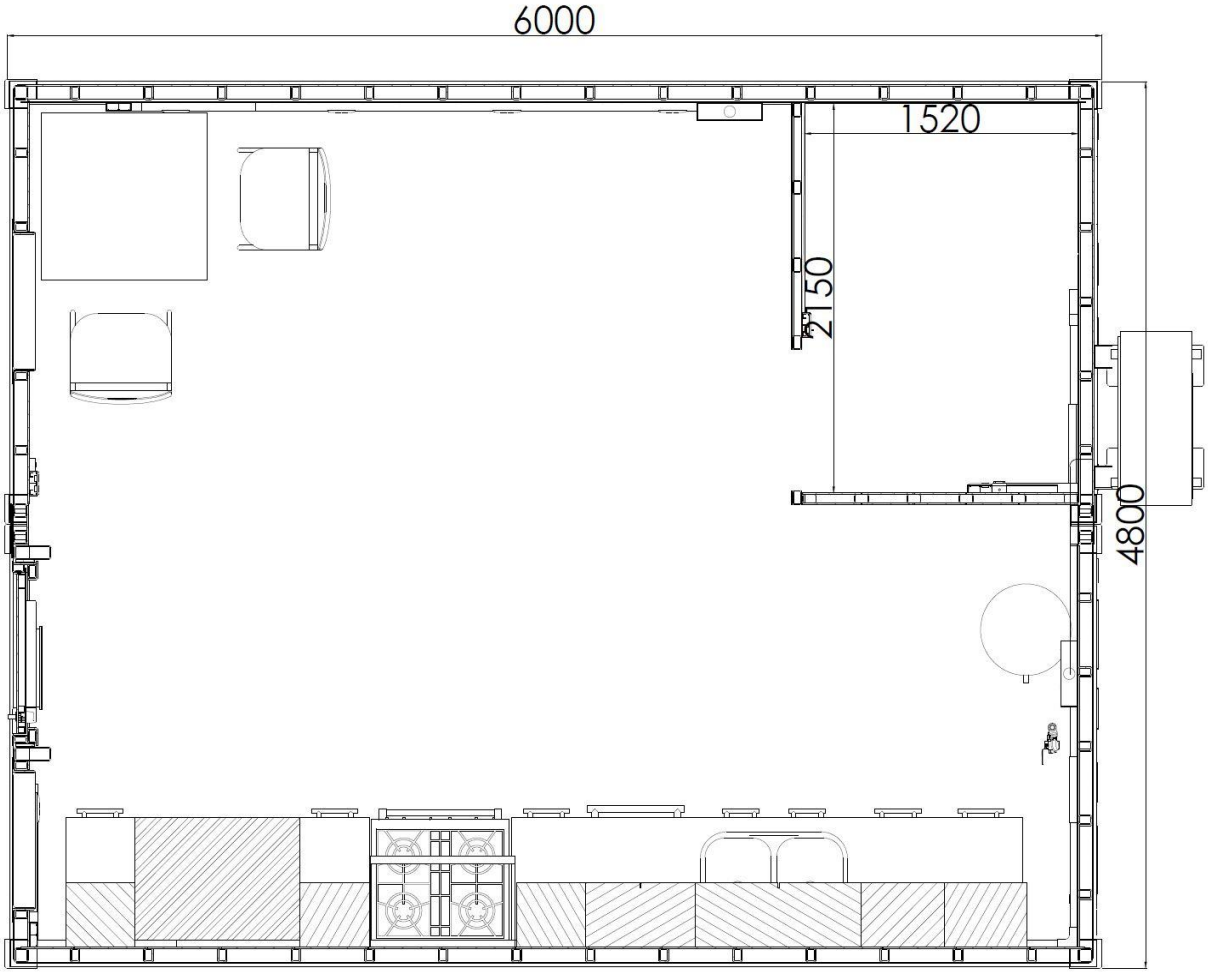
1. Countertop completes with interior shelving and sliding covers (Dimensions in cm: 144*60*92).
2. Countertop (Dimensions in cm: 119*60*92).
3. Beverage Cooler/Fridge with two doors JP tropical system & digital panel (Dimensions in cm: 90*50*90).
4. Countertop completes with interior shelving and sliding covers (Dimensions in cm: 122*60*92).
5. Vertical refrigerator with one door JP tropical system & digital panel (Dimensions in cm: 70*80*205).
6. Vertical refrigerator with two doors JP tropical system & digital panel (Dimensions in cm: 70*80*205).

Section C – Pantry Room

1. Shelving Unit 4 racks (Dimensions in cm: 160*55*180).
2. Shelving Unit 4 racks (Dimensions in cm: 140*55*180).

Contractor shall provide and install new inverter floor standing type A/C unit for the kitchen; complete with refrigerant piping, condensate piping/connection, wall type individual control unit, insulation, accessories.

Existing kitchen dimensions are as follows:



Tent Upgrades (There is one existing tent structure and its cover in place – requirement is having a backup only for cover):

Contractor shall provide as back-up soft skinned cover for the temporary prefabricated tent facility (Basboga or approved equal).

Tent: (1 each) 1000 cm x 400 cm x 380 cm (height at roof ridge), with 100 cm (w) x 200 cm (h) metal structure door.

Specifications are:

Covering: 650g/m2 Fire Resistant, PVC Covered – Color shall match with existing sailing cover.

Insulation: 310g/m2 both sides reflective aluminum insulation.

Interior Lining: 450g/m2, flame retardant, high tenacity polyester.

Ventilation: There shall be 4 EA window openings in total at front and rear side of tent. Size shall be 50 cm (w) x 50 cm (h). Mosquito netting is required. No installation is required.

Contractor shall be ensuring about dimensions after the contract award.

Contractor shall provide and install motorized projection screen in the tent complete with all wiring. Projection screen shall be wall or ceiling mounted. Projection screen dimensions shall be minimum 240cmx200cm.

Contractor shall install government furnished projector.

Contractor shall provide and install leather modular sectional couch/sofa for 8 people.

Contractor shall provide and install new 1 EA 4K UHD 55" TV and its full motion mounting bracket and contractor will be responsible to provide necessary steel members to mount it onto tent structure. Contractor shall provide 1 EA TV furniture TV stand to place electronic equipment which will be connected to TV. Type of TV stand shall include open shelving.

Exterior Upgrades

Contractor shall construct new paved area (7 meters x 7 meters) with below specifications:

Contractor shall excavate existing topsoil earth not less than **45 cm** at lowest point, before backfilling level and compact excavated surface minimum %95 with proper roller.

Contractor shall construct paver pavement which will match with existing pavement in front of the tent with **minimum 15 cm** thick concrete **(C30)**, new **minimum 15 cm** thick 100% compacted new plant mix material, **minimum 15 cm thick** 100% compacted new aggregate base course (thickness will be determined during construction period IAW exact site elevations). **Installation of new pavers shall be glued down using mortar or a construction adhesive.**

Total installation area will be 7 meters x 7 meters.

Contractor shall provide and install 2 EA motorized pergola systems complete with foundation, all structure (thickness shall be minimum 5 mm for structural members) and connections. (Somfy or approved equal) 2 Areas will be covered as follows:

Area 1 Dimensions: 5 meters x 5 meters (min H: 4 meters).

Area 2 Dimensions: 7 meters x 7 meters (min H: 4 meters).

Color selection will be made after contract award according to CO decision. Contractor shall provide wall mounted remote controller for each pergola. Pergola system shall have integrated gutter and downspouts. The fabric shall be fire-rated and 100% waterproof architectural membrane that provides maximum stability and resistance to temperature, moisture, and dirt. It should not shrink or sag and shall have the acrylic top coating makes it very easy to clean. Pergola shall have its own LED lighting system per manufacturer recommendation. All electrical wiring shall be contractor's responsibility.

Contractor shall own the work and shop drawings completely and shall be held responsible for any work deficiencies and/or defects. For all shop drawings submittals, the Contractor is bound to follow the related specifications which is a part of this contract.

B.3. GENERAL REQUIREMENTS

(a) The cost of any materials or equipment required in conjunction with the services rendered here in shall be included in the proposed firm fixed – price.

(b) The scope of this work may require the protection and/or relocation of existing fixtures, utility, etc.

(c) The performance schedule shall be presented in the MS Project Gantt Chart, indicating commencement and completion of the entire project within the proposed contract completion schedule. The schedule shall be in sufficient detail to clearly show each segregate portion of work and its planned commencement and completion date.

(d) The Contractor shall always keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.

B.4. CONTRACT ADMINISTRATION

This is a firm fixed-price contract payable entirely in the currency indicated by the Contractor in contract. No additional sums will be payable on account of any escalation in the cost of materials, equipment, labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Changes in the contract price or time to complete will be made only due to changes made by the Government in the work to be performed, or delays caused by the Government as determined by and approved by the Contracting Officer (CO).

The Contractor shall not conduct any work that is beyond this Statement of Work unless directed in writing by the CO. Any work done by the Contractor beyond this SOW without direction from the CO will be at the Contractor's own risk and at no cost to the Consulate.

The Contracting Officer shall provide a Notice to Proceed (NTP) to the Contractor. No work shall be initiated until the NTP is issued by the CO.

The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative (COR). The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.

The Consulate does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.

The Contracting Officer has the authority to issue a temporary stop order during the execution of any phase of this SOW. The Contractor shall promptly notify the CO that work has been stopped.

In the event the Contractor, after receiving written notice from the CO of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the CO shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred because of being ordered to stop work such a cause.

If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Consulate may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Consulate that is directly related to the performance of such service or terminate the contract for default.

The Consulate has the right to terminate this contract of convenience at any phase in whole, or from time to time, if the Contracting Officer determines it is in the best interest of the U.S. Government.

B.5. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all shop drawings, drawings, specifications, construction, and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its drawings, specifications, construction, and other services.

The Contractor shall identify one English-speaking Project Site Manager who shall be responsible for the overall management of the construction documents and shall represent the Contractor on the site during construction. The Project Site Manager shall be approved by the COR.

All documentation produced for this project will become the ownership of the Consulate at the completion of this project.

The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor shall assure that the project is constructed to be easily maintained or replaced with readily available materials and services. Emphasis shall be placed on the compatibility of materials to maximize uniformity.

Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.

The Contractor is responsible for safety and shall comply with all local labor laws, regulations, Customs, and practices pertaining to labor, safety, and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.

The Contractor shall be and remain liable to the U.S. Consulate Adana in accordance with applicable law for all damages to the U.S. Consulate Adana caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the U.S. Consulate Adana provided for under this contract are in addition to any other rights and remedies provided by law.

B.6. WORK STANDARDS AND QUALIFICATIONS

This Statement of Work requires the awarded Contractor to provide qualified tradesmen to accomplish each varying trade discipline requirements.

B.7. WARRANTY

The contractor shall provide 1 (one)-year warranty to start upon date of invoice that covers all installation finishes that the contractor must correct at no additional cost any discrepancies of workmanship, or discrepancies caused by product or application.

B.8. SITE PREPARATION AND CLEANING UP

The contractor will have access to water and electricity on site.

The Contractor shall always keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Unsightly materials and debris including excess materials, garbage, and equipment should be removed as required; while materials should be scheduled for delivery only as required for immediate use.

B.9. SECURITY REQUIREMENTS

The Contractor shall refer to SECTION G Special Requirements and SECTION H Clauses and Department of State Acquisition Regulation (DOSAR) clause of 652.236-70 Additional Safety Measures.

SECTION C. PACKAGING AND MARKING

Mark materials delivered to the site as instructed by the Contracting Officer's Representative (COR). Instructions for special markings are to be added if items need to come into the country duty free.

SECTION D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer because of such inspection.

D.1. SUBSTANTIAL COMPLETION

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion

means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

(1) do not interfere with the intended occupancy or utilization of the work, and
(2) can be completed or corrected within the time required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed, or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2. FINAL COMPLETION AND ACCEPTANCE

D.2.1. The "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2. The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3. FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4. FINAL COMPLETION AND ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (apart from continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and

- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Completion and Acceptance).

SECTION E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

(a) commence work under this contract within 1 (one) calendar days after the date the Contractor receives the Notice to Proceed,
(b) prosecute the work diligently, and,
(c) complete the entire work ready for use not later than 60 (sixty) calendar days after the Contractor receives the Notice to Proceed.

The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $500.00 (five-hundred U.S. Dollars) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within eight days after the work commences on the contract, prepare, and submit to the Contracting Officer for approval one copy of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule, or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) calendar days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may revise the approved time schedule.

NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

All work shall be performed during normal working hours on Monday through Friday, between 08:30-16:30. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after the contract award at the address designated by the Contracting Officer, if necessary. The preconstruction conference is to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affects construction progress. See FAR 52.236-26, "Preconstruction Conference".

DELIVERABLES - The following items shall be delivered under this contract:			
Description	Quantity	Deliver Date	Deliver To
Section G. Performance/Payment Protection	1	15 days after award	COR
Section G. Insurance	1	15 days after award	COR
Section E. Schedule for Construction	1	8 days after award	COR
Section E. Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	15 days after award	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Completion and Acceptance	1	5 days before inspection	COR

SECTION F. ADMINISTRATIVE DATA

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

(b) The COR is Rasim Can Mavruk, Facilities & Maintenance Supervisor, Engineer.

(End of clause)

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and based on an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 days period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The proper invoices should be sent to the following address:

ABD ADANA KONSOLOSLUĞU
FİNANS DEPARTMANI
Güzelevler Mah.Girne Blv.No.212 Yüreğir-Adana 01310

SECTION G. SPECIAL REQUIREMENTS

G.1. PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 10% of the contract price. In the amount of 10% of the contract price, the Contractor is required to furnish the form of Letter of Bank Guaranty to the Government for payment protection.

G.1.1. The Contractor shall provide the information required by the paragraph above within fifteen (15) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default "Fixed-Price Construction", which is included in this purchase order.

G.1.2. The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3. The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 5% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2. INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1. GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE	
Per Occurrence	The contractor has the full responsibility.
Cumulative	The contractor has the full responsibility.
(2) PROPERTY DAMAGE, ON OR OFF THE SITE	
Per Occurrence	The contractor has the full responsibility.
Cumulative	The contractor has the full responsibility.

G.2.2. The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3. The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4. The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3. DOCUMENT DESCRIPTIONS

G.3.1. SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

(1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer, and,
(2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:
(1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished, and,
(2) a record of shop drawings and other submittals, in the number and form as required by the specifications.

G.4. LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the

construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations, and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1. The Contractor shall comply with all local labor laws, regulations, Customs, and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2. The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3. The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5. CONSTRUCTION PERSONNEL - The Contractor shall maintain discipline at the site and always take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property about the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2. After award, the Contractor has 15 (fifteen) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 3 days to perform. For everyone the list shall include:

Full Name,
Place and Date of Birth,
Current Address,
Identification number, and
HES Code assigned by the Turkish Government.

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

G.5.3. The Contractor shall always provide an English-speaking supervisor on site. This position is considered as key personnel under this purchase order.

G.6. MATERIALS AND EQUIPMENT - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7. SPECIAL WARRANTIES

G.7.1. Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", if they are not in conflict.

G.7.2. The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8. EQUITABLE ADJUSTMENTS

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, "Differing Site Conditions".

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice within 20 (twenty) calendar days stating:

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

G.9. ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

(a) obtaining proper zoning or other land use control approval for the project,
(b) obtaining the approval of the Contracting Drawings and Specifications,
(c) paying fees due for the foregoing, and
(d) obtaining and paying for the initial building permits.

SECTION H. CLAUSES

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 address: *http://www.acquisition.gov/far/*. Please note this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl

to access 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 clause(s) is/are incorporated by reference (48 CFR CH. 1):

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.212-1	INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (JUN 2020)
52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2021)
52.216-7	ALLOWABLE COST AND PAYMENT (AUG 2018) *Alternate I (FEB 1997), Alternate II (AUG 2012), Alternate III (AUG 2012), Alternate IV (AUG 2012)*
52.216-8	FIXED FEE (JUN 2011)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR–COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2020)

52.222-50	COMBATING TRAFFICKING IN PERSONS (OCT 2020) *Alternate I (MAR 2015)*
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAY 2020)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	INDIVIDUAL SURETY-PLEDGE OF ASSETS (FEB 2021)
52.228-13	ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.228-15	PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
52.229-6	TAXES-FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES-FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (JAN 2017) *Alternate I (FEB 2002)*
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*

52.233-3 PROTEST AFTER AWARD (AUG 1996) *Alternate I (JUN 1985)*

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

52.236-8 OTHER CONTRACTS (APR 1984)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

52.236-12 CLEANING UP (APR 1984)

52.236-13 ACCIDENT PREVENTION (NOV 1991) *Alternate I (NOV 1991)*

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) *Alternate I (APR 1984), Alternate II (APR 1984)*

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

52.242-14 SUSPENSION OF WORK (APR 1984)

52.243-4 CHANGES (JUN 2007)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) *Alternate I (Reserved), Alternate II (APR 1984), Alternate III (APR 1984) Alternate IV (APR 1984), Alternate V (APR 1984)*

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994) *Alternate I (APR 1984)*

52.246-26 REPORTING NONCONFIRMING ITEMS (JUN 2020)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) *Alternate I (SEP 1996), Alternate II (SEP 1996), Alternate III (SEP 1996)*

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) *Alternate I (APR 1984), Alternate II (APR 1984), Alternate III (APR 1984)*

52.249-14 EXCUSABLE DELAYS (APR 1984)

The following Federal Acquisition Regulation (FAR) clause(s) is/are set forth in full text:

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

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

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known),

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable), and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable), or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities),

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

(3) Telecommunications or video surveillance services provided by such entities or using such equipment, or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations,

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or

(ii) For reasons relating to regional stability or surreptitious listening,

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities),

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material),

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code, or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements, or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite

delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) (1) *Representation.* The Offeror represents that it □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) *Definitions*. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

(c) *Representation*. The Offeror represents that-

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

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

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

(1) FPSC 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.

(b) 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.

(End of provision)

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-CERTIFICATION (AUG 2009)

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

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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.

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

(End of provision)

52.228-17 INDIVIDUAL SURETY – PLEDGE OF ASSETS (BID GUARANTEE) (FEB 2021)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee—

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1, and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Offeror shall include with its offer the information required at paragraph (a) of this provision within the timeframe specified in the provision at FAR 52.228-1, Bid Guarantee, or as otherwise established by the Contracting Officer.

(c) The Contracting Officer may release the security interest on the individual surety's assets in support of a bid guarantee based upon evidence that the offer supported by the individual surety will not result in contract award.

(End of provision)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES FEB (2015)

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

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention *Alternate I*, the contractor shall comply with the following additional safety measures.

(a) *High risk activities.* If the project contains any of the following high-risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high-risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention *Alternate I* (see paragraph (f) of this clause), containing specific hazard mitigation and control techniques.

(1) Scaffolding,

(2) Work at heights above 1.8 meters,

(3) Trenching or other excavation greater than one (1) meter in depth,

(4) Earth-moving equipment and other large vehicles,

(5) Cranes and rigging,

(6) Welding or cutting and other hot work,

(7) Partial or total demolition of a structure,

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI,

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.),

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive, or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc., or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and health requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR part 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap reporting.* The contractor is required to report *immediately* all mishaps to the COR and the contracting officer. A “mishap” is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the Contracting Officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)

(1) of the clause entitled “Accident Prevention Alternate I” shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

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

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- National Sovereignty and Children's Day (Milli Egemenlik ve Çocuk Bayramı)
- Labor and Solidarity Day (Emek ve Dayanışma Günü)
- Ataturk Memorial, Youth & Sports Day (Atatürk'ü Anma, Gençlik ve Spor Bayramı)
- Ramadan Holiday (Ramazan Bayramı)
- Democracy and National Solidarity Day (Demokrasi ve Milli Birlik Günü)
- Victory Day (Zafer Bayramı)
- Sacrifice Holiday (Kurban Bayramı)
- Turkish Independence Day (Cumhuriyet Bayramı)

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

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

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

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

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

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel because 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.

(End of clause)

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 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.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be e-mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

SECTION I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	*DESCRIPTION OF ATTACHMENT*	*NUMBER OF PAGES*
Attachment #1	***Sample Bank Letter of Guaranty***	***1***
Attachment #2	***Breakdown of Price by Divisions of Specifications***	***1***
Attachment #3	***Contractor's Certification on Compliance with National Defense Authorization Act (NDAA)***	***1***

SECTION J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

(1) Be able to understand written and spoken English,
(2) Have an established business with a permanent address and telephone listing,
(3) Be able to demonstrate prior construction experience with suitable references,
(4) Have the necessary personnel, equipment, and financial resources available to perform the work,
(5) Have all licenses and permits required by local law,
(6) Meet all local insurance requirements,
(7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution,
(8) Have no adverse criminal record; and
(9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES
I	SF-1442 Form including a completed Attachment #2, "BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS.	1 EACH
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	1 EACH
III	Past Performance for the last 3 (three) years with the list of contracts.	1 EACH
IV	Brochures and technical information on the materials that will be used to complete the project, if applicable.	1 EACH
V	System Award Management Registry, DUNS and NCAGE numbers shall have been completed (www.sam.gov).	1 EACH
VI	Contractor's Certification on Compliance with National Defense Authorization (NDAA).	1 EACH

Submit the complete quotation by E-Mail to the address set forth below:

ADANA-PROCUREMENT@STATE.GOV

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance Schedule and Business Management/Technical Proposal

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror,

(2) The name and address of the Offeror's field superintendent for this project,

(3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them, and

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel,

(2) Contract number and type,

(3) Date of the contract award place(s) of performance, completion dates, and Contract dollar value,

(4) Brief description of the work including responsibilities, and

(5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit and pre-proposal conference has been scheduled for Monday, February 14,2022 at 1000 hrs.

(c) Participants will meet at the U.S. Consulate Adana Compound.

(d) Site visit is not mandatory.

(End of Provision)

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: Between $50,000.00 and $100,000.00.

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): *http://acquisition.gov/far/index.html/*. Please note this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl to access 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 provisions are incorporated by reference (48 CFR CH. 1):

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (JAN 2017)

SECTION K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1 "Responsible Prospective Contractors", including:

- 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
- otherwise, qualified, and eligible to receive an award under applicable laws and regulations.

K.1 TECHNICAL EVALUATION FACTORS

K.1.1. Quality Control

Contractor shall provide information that effectively represents their quality control program and methodology. The offeror’s quality control plan and methodology shall meet or exceed commercial standards routinely used by the construction industry for same or similar projects. Any innovative procedures or methods shall be explained in detail. This information shall provide the Government with *no doubt* of the offeror’s contract management and process improvement abilities.

K.1.2. Technical Capabilities

The offeror shall provide information that effectively represents their technical expertise and project management capabilities. All techniques and resources shall meet or exceed commercial standards

routinely used by the construction industry for same or similar projects. Any innovative procedures or methods shall be explained in detail. As a minimum, offerors shall include:

K.1.2.(a). A narrative to demonstrate a sound approach and methodology for accomplishing work requirements identified in the solicitation with the appropriate skills, equipment, and materials, in the appropriate quantities, and at the appropriate time to meet the Government's desired outcomes. Each offeror shall also submit their proposed work plan for the major elements of the project as listed below. The narrative and materials submittal shall provide the Government with *no doubt* of the offeror's abilities to manage all resources required to perform the requirements outlined in this solicitation. The offeror's proposed material listing shall be incorporated into any resultant contract. (Max.5 Pages).

(1) Catalogue data for Cable.

K.1.2.(b). Documentation, the list of key personnel and accompanying resumes will be evaluated for completeness to determine if all key personnel identified have the technical and educational background, relevant job experience and qualifications to perform the work requirements of this project. Documentation (resume, references), indicating that the site architect/civil engineer assigned to this project has a minimum of 5 (five) years of experience. This engineer must be able to speak English and will be required to be present at the job site at all times when work is in progress.

K.1.3. A progress schedule for all major construction elements of this project based upon the offeror's proposed performance period. All milestones and any phasing shall be annotated with proposed actual dates in a format as a Gantt Chart (e.g., MS Project, or equal). The offeror's proposed performance period shall not exceed the performance period outlined in SF 1442, block 11. Offeror shall explain what he will do to minimize the period of performance (e.g., increase crew size and/or number of crews, etc.).

K.1.4. Providing safety plan and safety equipment list. (Maximum 10 pages.)

K.1.5. Proposed material list using the PPE, to the maximum extent possible.

SECTION L. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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, 6041 A, and 6050 M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) *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.

(e) *Type of organization*.

Sole proprietorship,

Partnership,

Corporate entity (not tax-exempt),

Corporate entity (tax-exempt),

Government entity (Federal, State, or local),

Foreign government,

International organization per 26 CFR1.6049-4,

Other _____.

(f) *Common parent*.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN_____

(End of provision)

L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

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

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) □ Paragraph (d) applies.

(ii) □ Paragraph (d) does not apply, and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–

(A) The acquisition is to be made under the simplified acquisition procedures in part 13,

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures, or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.

(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.204-20, Predecessor of Offeror.

__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vii) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. 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.

FAR Clause # Title Date Change
_____

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

(End of provision)

L.3 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2015)

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

(c) Representation. The Offeror represents that.

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

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

L.4 52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

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

(1) FSC 5510, Lumber and Related Basic Wood Materials,
(2) Federal Supply Group (FSG) 87, Agricultural Supplies,
(3) FSG 88, Live Animals,
(4) FSG 89, Food and Related Consumables,
(5) FSC 9410, Crude Grades of Plant Materials,
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible,
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products,
(8) FSC 9610, Ores,

(9) FSC 9620, Minerals, Natural and Synthetic, and
(10) FSC 9630, Additive Metal Materials.

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

(b) 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.

(End of provision)

L.4.1 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

L.5 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

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

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"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 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.

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

(End of provision)

ATTACHMENT #1.

SAMPLE LETTER OF BANK GUARANTY

Place [ ]
Date [ ]

Contracting Officer
ABD Adana Konsolosluğu
Güzelevler Mah. Girne Blv. No.212 Yüreğir, Adana

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by Certified Funds Letter of Availability payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of amount equal to 10% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 5% of the contract price during contract guaranty period, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract 19TU1022C0003 for MSG HATS RENOVATIONS at the U.S. Consulate Adana Compound in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[*name of contractor*]** of **[*address of contractor*]** on **[*contract date*],** plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: **[*name*]**
Address: _____
Representatives: _____ Location: _____
_____ State of Inc.: _____
_____ Corporate Seal:
_____

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

ATTACHMENT #2.

UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

DESCRIPTION		LABOR (USD)	MATERIALS (USD)	OVERHEAD (USD)	PROFIT (USD)	TOTAL (USD)
1	Mobilization					
2	Kitchen Upgrades					
3	Exterior Upgrades					
4	Tent Upgrades					
5	Electrical Works					
6	Mechanical Works					
7	Test and Commissioning					
8	Allowances					
	GRAND TOTAL:					

Offeror's Co.
Legal Title: _____ Date: ____ / ____ / ____

Legal Representative's Signature

ATTACHMENT #3.

CONTRACTOR'S CERTIFICATION ON COMPLIANCE WITH NATIONAL DEFENSE AUTHORIZATION ACT (NDAA)

I _____, certify that

_____
(First and Last name, type, or print)

I am the _____, of

_____
(Official Title, type, or print)

Company:

_____
(Company Legal Name, Address, City, Postal Code, Country, type, or print)

_____

_____

I completed enclosed representations and certifications related to NDAA Act accurately up to my best knowledge.

By signing this form, I certify that misleading or inaccurate information represents violation of False Claims Act and may result to immediate cancellation or termination of current or future contract with the U.S. Government.

(Company Seal)	_____ *Signature*	_____ *Date (MM/DD/YYY)*