1. REQUISITION NUMBER: 1454245
2. CONTRACT NO.: 
3. AWARD/EFFECTIVE DATE: 
4. ORDER NUMBER: 
5. SOLICITATION NUMBER: S-IZ.100-12-Q-0001
6. SOLICITATION ISSUE DATE: October 04, 2011
7. FOR SOLICITATION INFORMATION CALL:
   a. NAME: Yaser Belaidi  
   b. TELEPHONE NUMBER: belaidiyg@state.gov
8. OFFER DUE DATE/ LOCAL TIME: 12:00 noon Baghdad time on October 12, 2011
9. ISSUED BY: CODE: 
   U.S. Embassy
Al Kindy Street
International Zone
Baghdad, Iraq
10. THIS ACQUISITION IS: 
   a) UNRESTRICTED
   b) SET ASIDE: % FOR SMALL BUSINESS
   c) HUBZONE: SMALL BUSINESS
   d) % (A)
   NAICS: SIZE STD: 
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
   SEE SCHEDULE
   a) THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
   b) RATING
12. DISCOUNT TERMS
13.  METHOD OF SOLICITATION
   a) RFQ
   b) IFB
   c) RFP
14.  DELIVER TO: CODE: 
15. ADMINISTERED BY: CODE: 
16. PAYMENT WILL BE MADE BY: CODE: U.S. Embassy Baghdad
17. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
18. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
   SEE ADDENDUM
19. ITEM NO.: SCHEDULE OF SUPPLIES/SERVICES: QUANTITY: UNIT: UNIT PRICE: AMOUNT: 
   1. Trade show services for the USA Pavilion, at the Baghdad International Trade Fair November 1-10, 2011.
   1. JOB USD USD
   (Use Reverse and/or Attach Additional Sheets as Necessary)
20. ACCOUNTING AND APPROPRIATION DATA
21. TOTAL AWARD AMOUNT   (For Govt. Use Only)
22. AWARD OF CONTRACT: REF. _______________ OFFER DATED _______________. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
23. SIGNATURE OF OFFEROR/CONTRACTOR:
   a) UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
24. NAME AND TITLE OF SIGNER (TYPE OR PRINT): DATE SIGNED:
   a) NAME OF CONTRACTING OFFICER (Type or Print): DATE SIGNED
25. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED.
26. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED.
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
28. AWARD OF CONTRACT: REF. _______________ OFFER DATED _______________. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
|------------|----------------------------------|-------------|---------|---------------|-----------|

32a. QUANTITY IN COLUMN 21 HAS BEEN

- [ ] RECEIVED
- [ ] INSPECTED
- [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: ____________________________

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

- [ ] COMPLETE
- [ ] PARTIAL
- [ ] FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO.

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (PRINT)

42b. RECEIVED AT (Location)

42c. DATE REC’D (YY/MM/DD)

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 4/2002) BACK
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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER SIZ10012Q0001
PRICES, BLOCK 23

1. PERFORMANCE WORK STATEMENT

A. The purpose of this firm fixed price purchase order is to provide services in support of the “USA Pavilion” at the Baghdad International Trade Fair to be held from November 1 to 10, 2011.

B. This is a firm-fixed price type purchase order. The price listed below shall include all labor, materials, insurance, overhead, profit, and transportation necessary to furnish the services to the U.S. Commercial Service Baghdad.

C. All prices are in U.S. Dollars.

2. PRICING

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Price USD</th>
<th>Total USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Development of English and Arabic Marketing Materials. (Paragraph II.A)</td>
<td>1</td>
<td>Job</td>
<td>USD</td>
<td>USD</td>
</tr>
<tr>
<td>2</td>
<td>Trade Show Staff Support For USA Pavilion. (Paragraph II.B)</td>
<td>10</td>
<td>Day</td>
<td>USD</td>
<td>USD</td>
</tr>
<tr>
<td>3</td>
<td>Design and Construction of the USA Pavilion. (Paragraph II.C)</td>
<td>1</td>
<td>Job</td>
<td>USD</td>
<td>USD</td>
</tr>
<tr>
<td>4</td>
<td>Printing and Signage. (Paragraph II.D)</td>
<td>1</td>
<td>Job</td>
<td>USD</td>
<td>USD</td>
</tr>
<tr>
<td>5</td>
<td>Social media campaign. (Paragraph II.E)</td>
<td>1</td>
<td>Job</td>
<td>USD</td>
<td>USD</td>
</tr>
<tr>
<td>6</td>
<td>Defense Base Act Insurance (per Section 5 - Addendum To Representations And Certifications, 652.228-70 Defense Base Act – Covered Contractor Employees (JUN 2006))</td>
<td></td>
<td></td>
<td>USD</td>
<td>USD</td>
</tr>
</tbody>
</table>

GRAND TOTAL

The amount listed by the offeror on CLIN 6 is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice, stamp "Paid" and submitted by the offeror after contract award. In the event of recalculation of the premium
based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect the actual premium amounts paid.
CONTINUATION TO SF-1449  
RFQ NUMBER SIZ10012Q0001  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. PROJECT SUMMARY

The U.S. Commercial Service Baghdad has a requirement for the design and execution of work in support of the “USA Pavilion.” These services/deliverables involve marketing, graphic design and printing, construction and event preparation services to introduce U.S. companies to the Iraqi market.

II. PROJECT TASKS

A. Development of English and Arabic Marketing Materials

The contractor shall develop and design a complete set of marketing materials in English to be used in promoting U.S. company organizations. The set shall include:

- A directory of US exhibitors at the USA Pavilion. The contractor shall develop a USA Pavilion Directory to be distributed to the Iraqi audiences. Target audience includes agents, distributors, companies, and students. The Directory shall contain at a minimum the US company profiles, their commercial objectives, community-development programs, and contact coordinates. Print run: 3,000 each
- 1 page flyer for distribution at the Fairgrounds directing visitors to the USA Pavilion. Print run: 3,000 each
- A multi page flyer showing the layout of the USA Pavilion with a listing of participating companies. Print run: 3,000 each
- A PowerPoint presentation presenting the U.S. exhibitor’s corporate brands and company information/offerings.

All of the above items shall be produced in both English and Arabic language. The contractor shall also produce a CD-ROM containing all of the above products/documents in Adobe Acrobat or Microsoft PowerPoint formats as appropriate. The contractor shall produce 3,000 CD-ROMs for distribution at the fair.

B. Trade Show Staff Support For USA Pavilion

The contractor shall provide and organize bilingual (Arabic and English) staff to include a floor manager, audio visual engineer and other support staff necessary to efficiently run the USA Pavilion which will endeavor to spotlight 75 company brands/logos and commercial projects in Iraq. Target participants: 50-75 U.S. companies.

C. Design and Construction of the USA Pavilion

The contractor shall design, construct and organize the space rented for the USA Pavilion at the Baghdad Trade Fair. The design and layout must be designed keeping in mind local
businesses practices and cultural considerations. The contractor shall provide or construct furniture and other equipment as appropriate to furnish booths to comply with the four booth categories described below.

- **Diamond package**: 1 chair, 1 personalized pop-up booth and wall, 1 standing banner, and company logo placed on pavilion banner, full page advertisement in annual Baghdad Trade Fair Directory, company PowerPoint and video presentation played on TV Wall on endless loop. Quantity: 24 booths.
- **Platinum package**: 1 chair, 1 personalize pop-up booth, 1 standing banner, company logo placed on pavilion banner, full page advertisement in annual Baghdad Trade Fair Directory, company PowerPoint and video presentation played on TV Wall on endless loop by the US Embassy. Quantity: 10 booths.
- **Gold package**: shared small pop-up table with company logo, personalized standing banner, full page advertisement in annual Baghdad International Trade Fair Directory, company PPT played on USA Pavilion TV Wall; Quantity: 20 booths.
- **Silver package** includes all participating companies (company logo placed on all pavilion banners, company PPT played on USA pavilion TV wall, company logo featured in USA Pavilion literature and brochure).

The contractor shall also supply the following items and services:

- One stage and lectern for the ribbon cutting ceremony on November 1;
- Supply and installation of company banners
- Design and installation of the back LCD TV wall, including the construction/supply of 50 stands for the LCD TVs to include power and signal wiring
- Supply installation red carpet to cover USA Pavilion
- Supply and installation of lighting system
- Supply, installation and operation of a public address system for the Ambassador’s opening speech.
- Supply stable, uninterrupted power to all outlets at the USA Pavilion to ensure no power outages during the course of the fair.
- Security service to ensure that there is no pilferage of the USA Pavilion equipment.
- The contractor shall tear down the complete exhibit after the end of the fair, remove all equipment and dispose of all waste in accordance with local laws and regulations.

**D. Printing and Signage**

The contractor shall develop, print and install appropriate signage for the USA Pavilion so as to clearly and visibly display and exhibit company logos and other appropriate content. Target audience includes agents, distributors, companies, and students. Target participants: 50-75 U.S. companies.

**E. Social media campaign**

The contractor shall develop and organize a blog and social media content for the USA Pavilion. Target audience to include Iraqi youth and Internet-savvy users. The campaign shall be conducted at a minimum through Internet social media sites Facebook, Twitter and
YouTube with the goal of promoting the USA Pavilion and generating social media buzz about the US company participants and their long-term commitment to partnering with Iraq.

III  Project Delivery Schedule

<table>
<thead>
<tr>
<th>Project Tasks</th>
<th>Date Due</th>
<th>Deliver To</th>
</tr>
</thead>
<tbody>
<tr>
<td>II.A Development of English Marketing Materials</td>
<td>7 days from contract award</td>
<td>COR</td>
</tr>
<tr>
<td>II.B Trade Show Staff Support For USA Pavilion</td>
<td>7 days from contract award</td>
<td>COR</td>
</tr>
<tr>
<td>II.C Construction of the USA Pavilion</td>
<td>1 day before Grand Opening</td>
<td>COR</td>
</tr>
<tr>
<td>II.D Printing and Signage</td>
<td>7 days from contract award</td>
<td>COR</td>
</tr>
<tr>
<td>II.E Social media campaign</td>
<td>7 days from contract award</td>
<td>COR</td>
</tr>
<tr>
<td>Insurance certificates</td>
<td>7 days from contract award</td>
<td>Contracting Officer</td>
</tr>
</tbody>
</table>

IV.  Government Furnished Equipment

The Government shall provide a loan of 50 LCD TV sets as outlined in Attachment 1.

V.  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:

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 stated in US Dollars:

<table>
<thead>
<tr>
<th></th>
<th>Per Occurrence</th>
<th>Cumulative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10,000</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

   2. Property Damage on or off the site in US Dollars:

<table>
<thead>
<tr>
<th></th>
<th>Per Occurrence</th>
<th>Cumulative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10,000</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

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.
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 any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

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.

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.
Attachment 1

Government Furnished Equipment

1. LCD television set – 50 each
(End of Attachment)
**Attachment 2**

**Defense Base Act Insurance Rates & Contact Information**

**Contract Information**

Contract number: S-AQMMA-08-C-0204  
Contractor: Continental Insurance Company

**Contact Information**

Agent: Rutherford International  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312

Primary Contact: Delia Shontere  
Phone: (800) 274-0268 or (703) 813-6507  
FAX: (703)354-0370  
E-mail: delia.shontere@rutherford.com

Secondary Contact: Sara Payne  
Phone: (703) 813-6503  
E-mail: sara.payne@rutherford.com

**Rates July 22, 2011 through July 21, 2012:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
<td>$4.00 per $100 of employee compensation</td>
</tr>
<tr>
<td>Construction</td>
<td>$5.50 per $100 of employee compensation</td>
</tr>
<tr>
<td>Security Contractor/Guards without Aviation Exposure within Global War on</td>
<td>$10.50 per $100 of employee compensation</td>
</tr>
<tr>
<td>Terrorism designated areas (currently designated areas are Iraq and Afghanistan)</td>
<td></td>
</tr>
<tr>
<td>Aviation Related Services with Aviation Exposure within Global War on</td>
<td>$20.00 per $100 of employee compensation</td>
</tr>
<tr>
<td>Terrorism designated areas (currently designated areas are Iraq and</td>
<td></td>
</tr>
<tr>
<td>Afghanistan)</td>
<td></td>
</tr>
</tbody>
</table>

For the purposes of this contract, employee remuneration is defined as salary plus post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances.
Please note if a contractor is self-insured they are not required to utilize this contract. The following link provides a list of contractors approved by the Department of Labor as authorized self-insured employers to provide DBA insurance:

http://www.dol.gov/esa/owcp/dlhwc/lscarrier.htm#authorized%20self-insured%20employers

Contractors not on this list are not self-insured and are required to use the DOS DBA contract, except for the INL Air Wing contract.

**DEFINITION OF LABOR CATEGORIES**

**SERVICE:**
$4.00/$100  “White collar” workers such as IT Consultants, Engineers, Administrative-type Office workers, Translators, Instructors, Restaurant type services. Security Consultants could be included as long as they are just assessing risk and not providing armed protection.

**CONSTRUCTION:**
$5.50/$100  “Blue collar” workers providing Construction services such as Laundry Services, Janitorial Services, Installation of Cable, Security Systems, Testing/Maintaining of Equipment, Carpentry, Electrical, Plumbing, HVAC, Elevator installation and maintenance, Concrete, Asphalt, Day Laborers, Operation, Maintenance and Repair of Heavy/Light Equipment, Mechanics, Drivers, Skilled/Unskilled Manual Labor.

**SECURITY:**
$10.50/$100  Personal Security Detail (PSD) and Static or Convoy Guarding property of Personnel (Iraq/Afghanistan)

**AVIATION:**
$20.00/$100  Pilot and Crew of any aircraft excluding ground personnel who provide maintenance or services but stay on the ground

The labor category for this acquisition is SERVICE.
SECTION 2
CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2011)

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

1. 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
   (Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).


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

   [Contracting Officer check as appropriate.]


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


   (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

   (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(10) [Reserved]


(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)


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


(14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).


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

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

(15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).


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

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


(21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

(22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

(23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

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


(26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).


(31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
(32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
(33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
(40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
(41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) 42 USC. 5150.
(42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

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

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

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

[Contracting Officer check as appropriate.]


(8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

   (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

   (iii) [Reserved]

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


   (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.


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

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


   (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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


These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not
available at the locations indicated above, use the Dept. of State Acquisition Website at
http://www.statebuy.state.gov to see the links to the FAR. You may also use an Internet “search
engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current
FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<table>
<thead>
<tr>
<th>CLAUSE</th>
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</thead>
<tbody>
<tr>
<td>52.204-9</td>
<td>Personal Identify Verification of Contractor Personnel (JAN 2011)</td>
</tr>
<tr>
<td>52.228-4</td>
<td>Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)</td>
</tr>
<tr>
<td>52.228-5</td>
<td>Insurance - Work on a Government Installation (JAN 1997)</td>
</tr>
<tr>
<td>52.245-2</td>
<td>Government Property Installation Operation Services - where USG providing property but contractor responsible for replacement (JUNE 2007)</td>
</tr>
<tr>
<td>52.225-19</td>
<td>Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside The United States (MAR 2008)</td>
</tr>
</tbody>
</table>

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.228-74 DEFENSE BASE ACT INSURANCE RATES – LIMITATION (JUN 2006)

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of Sate covered contactor employees at a contracted rate. For the purposes of this provision, “covered contractor employees” includes the following individuals:

(1) United States citizens or residents;
(2) Individuals hired in the United States or its possessions, regardless of citizenship; and

(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers’ compensation laws.

(b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for the DBA insurance:

Services @ $4.00 per $100.00 of employee compensation; or

Construction @ $5.50 per $100.00 of employee compensation.

(c) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/proposal using the foregoing rate. Bidders/offerors shall include the estimated DBA insurance costs in their proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid proposal.”

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

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

(End of clause)

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

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
(b) Invoice Submission. The contractor shall submit invoices in an original invoice to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

U.S. Embassy, AlKindi Street
Financial Management Officer
Baghdad, Iraq

Alternately, invoices may be submitted in Acrobat PDF format only, to this email address:

BaghdadVouchers@state.gov

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

_________________________________________________________________
_________________________________________________________________

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

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

(b) The COR for this contract is Dao Le.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.
SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

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

A.2. Information demonstrating the offeror’s/quoter’s ability to perform, including:

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

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

   (3) List of clients, demonstrating prior experience with relevant past performance information and references; The quoter must have demonstrated and verifiable experience in organizing trade fair activities on the Iraqi market and a good understanding of U.S. and international trade fair practices.

   (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

   (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

   (6) a copy of the Certificate of Insurance, or

   (7) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

B. Your quote must be submitted electronically by email with the subject line "Quote S-IZ100-12-Q-0001 Enclosed" exclusively to BaghdadGSOProcBid@state.gov on or before 12:00 noon (Baghdad Time) on October 12, 2011. You may also elect to submit your quote in hard copy marked for the attention of the “Contracting Officer – Quote S-IZ100-12-Q-0001 Enclosed”, which may be delivered to the Embassy Red CAC on Al Kindi Street between 0800 and 1500 on regular business days, and by 12:00 noon on October 12, 2011. No quotes will be considered if delivered to any other addresses than those stated above, and no quotes will be accepted after the solicitation closing date and time.
ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

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


These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

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

<table>
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<tr>
<td>52.204-6</td>
<td>Contractor Identification Number --Data Universal Numbering System (DUNS)Number (APR 2008)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>Submission of Offers in the English Language (APR 1991)</td>
</tr>
</tbody>
</table>

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

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

(a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman General Services Office, at BaghdadGSOPProcurement@state.gov. For an
American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.
SECTION 4 - EVALUATION FACTORS

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

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

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

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

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

- COMPETITIVE RANGE DETERMINATION AND REJECTION OF OFFERS

The Government intends to make award without discussions on the basis of initial proposals received. However, the Government may elect to make award with discussions if it is determined to be in the Government’s best interest.

If the Government elects to make award with discussions, it reserves the right, before requesting a final proposal revision, to: 1) limit the number of offerors in the competitive range to the greatest number of proposals that will permit an adequate competition among the technically acceptable proposals; 2) make more than one competitive range determination; 3) conduct more than one round of discussions; and 4) conduct more than one round of proposal revisions.

The Government reserves the right to reject an offer if one of the following conditions exists:

1) Offeror fails to submit any of the proposal documents required by Section 3;
2) Offeror submits a cost/price proposal that cannot be adequately explained or substantiated;
3) Offeror submits an offer that could not be made technically acceptable without a major rewrite.

4) Offeror submits an offer electronically to any email address other than to 
   BaghdadGSOProcBid@state.gov

5) The offeror does not provide proof that it has the permits and licenses to 
   legally conduct business in Kurdistan Region of Iraq.

- PRICE PROPOSAL EVALUATION FACTORS

The Government will conduct an evaluation to determine ultimately if the overall price in Section B is fair and reasonable. In doing so, the Government will examine the completeness, accuracy, and reasonableness of the offeror’s prices for all the line items specified in CONTINUATION TO SF-1449, II - Pricing. The Government will use one or more of the proposal analysis techniques stipulated in FAR 15.404 to conduct the evaluation. This evaluation will also include a review of the Representation and Certifications and Small Business Subcontracting Plan, if applicable.

- EVALUATION SUPPORT

The Government may use contractors to assist in the evaluation of proposals. If used, these contractors will have access to any and all information contained in the offeror’s proposals, but will be subject to appropriate conflict of interest, standards of conduct, and confidentiality restrictions.
The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

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

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

(b) For acquisitions conducted using negotiation procedures—

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

   (2) On the date specified for receipt of proposal revisions.
SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

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

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

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

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

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

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

(1) Means a small business concern—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) – (d) Reserved

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

(f) – (g) Reserved

(h) Reserved

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

(2) Certification.

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

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

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

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

(2) [ ] Outside the United States

(k) Reserved

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

[ ] TIN: ________________________________.
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

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

(5) Common parent.

[ ] Offeror is not owned or controlled by a common parent;
[ ] Name and TIN of common parent:
Name ________________________________.
TIN ________________________________.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108).
(2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

   (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

   (2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

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

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

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

652.225-70 Reserved

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

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

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

(b) The contracting officer has determined that for performance in the Republic of Iraq:

☐ Workers’ compensation laws exist that will cover local nationals and third country nationals.

☒ Workers’ compensation laws do not exist that will cover local nationals and third country nationals.

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

(d) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department’s Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)