

ATTORNEY SERVICES
Legal Services for US Embassy

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>			1. REQUISITION NUMBER PR4176956	PAGE 1 OF 34		
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER STU150-15-R-3623	6. SOLICITATION ISSUE DATE 05/20/2015		
7. FOR SOLICITATION INFORMATION CALL		a. NAME Sezin Colak, Elizabeth Sweet	b. TELEPHONE NUMBER(No collect calls) (312) 457 7350	8. OFFER DUE DATE/ LOCAL TIME 05/29/15		
9. ISSUED BY AMERICAN EMBASSY, GENERAL SERVICES OFFICE, Acquisitions Ataturk Bulvari no:110 Kavaklidere / Ankara		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT	13a. THIS CONTRACT IS A RATED ORDER			
			13b. RATING			
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
15. DELIVER TO: AMERICAN EMBASSY, Management Section Ataturk Bul. no:110 Kavaklidere, Ankara		Cod	16. Administered by: AMERICAN EMBASSY Management Section			
17a. CONTRACTOR/OFFEROR CODE		CODE	18a. PAYMENT WILL BE MADE BY AMERICAN EMBASSY FMC (Financial Management Center)			
FACILITY CODE						
TELEPHONE NO:						
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTIT	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ATTORNEY SERVICE for HOUSING: Model Lease, Title Deed Review for Base Year		50	Hours		
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. 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:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	
			<input type="checkbox"/> PARTIAL			
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>		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			42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YYMMDD)	42d. TOTAL CONTAINERS		

SECTION 1 - THE SCHEDULE
**CONTINUATION TO SF-1449
RFQ NUMBER 15Q3623
PRICES BLOCK 23**
I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price purchase order is to for a Legal Advisor in accordance with the Scope of Work
- B. The contract will be for a one-year period from the date of the contract award, with two (2) one-year options.

QUALITY ASSURANCE PLAN (QAP).

<i>Performance Objective</i>	<i>PWS Para</i>	<i>Performance Threshold</i>
<i>Services. Performs all services set forth in the performance work statement (PWS)</i>	<i>Number of paragraphs in Scope of Work: 5</i>	<i>All required services are performed and no more than two (2) customer complaints are received per month.</i>

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

2 STANDARD. The performance standard is that the Government receives no more than four (4) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid

complaints.

(f) If the Contractor disagrees with the complaint after investigation of the issue and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

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

MINIMUM AND MAXIMUM AMOUNTS

During each performance period, the Government shall place orders totaling a minimum of TL 500 per annum. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed TL 25,000 per annum. This reflects the contract maximum for this period of performance.

II. PRICING

The following unit prices will be used if the contract is extended for the next option year:

	<u>*Estimated Hours</u>	<u>X</u>	<u>Hourly Rate (TL)</u>	<u>Total Ceiling Price (TL)</u>
BASE YEAR: Attorney Services	<u>50</u>		<u> </u>	<u> </u>
1 st OPTION YEAR: Attorney Services	<u>50</u>		<u> </u>	<u> </u>
2 nd OPTION YEAR: Attorney Services	<u>50</u>		<u> </u>	<u> </u>

GRAND TOTAL BASE PERIOD PLUS OPTION YEARS:

**CONTINUATION TO SF-1449,
RFQ NUMBER: STU15015R3623
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

Scope of Work for Legal Services for Housing: Model Lease and Title Deed Review

These terms must be included in any services contract for an attorney handling the registration of real property of USG.

1. Review the attached draft model lease for compliance with local Turkish law and custom.
2. Report if there are any limitations/ contradictions with Turkish Law.
3. For limitations / contradictions recommend alternative language or modifications to be discussed with OBO Lawyers.
4. Perform a title search for each property, confirm whether any surveys attached to title deed conform to the description in the title deed, and that the property is free and clear of any encumbrances, whether or not registered.
5. Provide a report that details any discrepancies to Embassy Ankara immediately once a title search is performed.
6. Explain the procedure to register a lease with the Turkish Government.
7. Provide an estimate of how long the process of registration will take.
8. Summarize the costs, taxes, duties, and fees that are usually paid by each party in relation to the lease, both as a matter of custom and as a matter of law in order to determine whether the USG will be entitled to any exemptions from payment. When the custom and the law are in conflict explain which rule is typically followed. Based on applicable local and international law, including the Vienna Conventions on Consular and Diplomatic Relations, identify any costs, taxes, duties, or fees as to which the USG is entitled to exemption or reimbursement. As necessary, assist the USG in applying for exemption or reimbursement of these costs.
9. Provide details regarding any requirements that the USG notify local governments of the registration and what additional host approvals or certifications are required by the local government, before, during, after the transfer.
10. Assist Embassy Ankara in applying to register a lease.
11. Prepare draft documents required for registration.
12. Provide a quote for registration of leases.

Attachment#1**15 FAM Exhibit 341(2)
Model Standard Lease***(CT: OBO-40; 12-23-2013)*

Posts must read through the model standard lease in its entirety and all the instructions before drafting and negotiating any lease.

MODEL STANDARD LEASE

Lease No.: _____

Fiscal Data: _____

LEASE AGREEMENT
between

and

THE UNITED STATES OF AMERICA

ARTICLE ONE: PARTIES

This lease (hereinafter the "Lease") is entered into this _____ day of _____, 20____, by [name and address of Lessor], for himself/herself/itself, his/her/its heirs, executors, administrators, successors and assigns, hereinafter referred to as "the LANDLORD," and the United States of America, acting by _____ of the Embassy/Consulate General/Consulate/USAID Mission of the United States of America at _____, hereinafter referred to as "the TENANT" and, together with the LANDLORD, as "the

**15 FAM Kanıt 341(2)
Standart Kira Kontratı
Örneđi***(CT: OBO-40; 12-23-2013)*

Makamlar, bir kira anlaşması görüşmesi yapmadan ve bir taslak hazırlamadan önce, standart kira kontratı örneđini ve talimatları baştan sona kadar okumalıdır.

**STANDART KİRA KONTRATI
ÖRNEĐİ**

Kira No.: _____

Mali Veriler: _____

KİRA KONTRATI

ile

AMERİKA BİRLEŞİK DEVLETLERİ
arasında

MADDE BİR: TARAFLAR

Bu kira sözleşmesi (bundan sonra "Kira Kontratı" olarak geçecektir) 20_____ yılı _____ ayının _____ günü, [Kiralayanın isim ve adresi] tarafından, bizzat kendisi/varisleri, tenfiz görevlisi, kayyumu, halefi- bundan sonra "MAL SAHİBİ" olarak geçecektir- ile _____'deki, Amerika Birleşik Devletleri adına hareket eden,

_____ Amerika Birleşik Devletleri Büyükelçiliđi/Başkonsolosluğu/Konso- losluğu/USAID Misyonu tarafından, bundan sonra "MAL SAHİBİ" ve "KİRACI" ile beraber "Taraflar" olarak

Parties.”

ARTICLE TWO: DESCRIPTION OF PREMISES

A. The LANDLORD hereby leases to the TENANT the following described Premises and their appurtenances (hereinafter the “Premises”) to be used as a United States diplomatic establishment and for such other purposes as the TENANT may desire:

1. Legal Description: [Official title/deed description]
2. Physical Description: [Actual structures]
3. Size of leased Premises: [in square meters or feet - rentable area as agreed with the LANDLORD, gross area as per FAM, and net area as per FAM, as well as percentage of total rentable building area if relevant]
4. Additional Property: [Nonstructural property, e.g., generators or water tanks]

B. A floor plan of the leased Premises with dimensions, as well as inventories and condition reports of the Premises, including any mechanical or electrical equipment, furniture, and furnishings provided by the LANDLORD, as they now exist, signed by both Parties, are attached to and made part of this Lease.

gececektir- arasında imzalanmıştır.

MADDE İKİ: KİRALANAN GAYRI MENKULÜN TANIMI

A. MAL SAHİBİ, KİRACIYA aşağıda tanımlanan gayri menkul ve müstemilatını (bundan sonra “Gayri menkul” olarak geçecektir), Amerika Birleşik Devletleri diplomatik tesisi olarak ve KİRACININ isteği doğrultusunda başka amaçlar için kullanılmak üzere kiralayacaktır:

1. Hukuki tanım: [Resmi isim/tapuda belirtildiği haliyle]
2. Fiziksel tanım: [Binalar]
3. Kiralanan mülkün boyutları: [metre kare ya da feet kare olarak- EVSAHİBİNİN kiralamayı kabul ettiği alan, ya da ilişkiliyse brüt ve net FAM olarak ya da yüzde hesabıyla kiralanabilir alan]
4. İlave mülk: [Jeneratör, su depoları gibi binadan gayri mallar]

B. Gayri menkule ilişkin, boyutlarıyla oda bölme planı; ayrıca envanter, gayri menkulun durum raporları, MAL SAHİBİ tarafından temin edilen mekanik ve elektrik tesisat, mobilya, diğer aksesuar da dahil olmak üzere her şeyle ilgili şu andaki durum raporları taraflarca imzalanıp, bu kira kontratının bir parçası olarak eklenmiştir.

MADDE ÜÇ: KİRA ŞARTLARI

Kiralama süresi _____20
_____ tarihinden başlamak kaydıyla

ARTICLE THREE: LEASE TERM

The term of this Lease shall be for _____ months/years, beginning _____, 20____, and ending _____, 20____.

ARTICLE FOUR: LEASE RENEWAL

The Lease is renewable by the TENANT under these same terms and conditions for _____ further period[s] of _____ years, or until [date]. Written notice of the TENANT's intent to renew must be given to the LANDLORD at least _____ days prior to the date the Lease term or any renewal period would otherwise expire.

ARTICLE FIVE: PAYMENT

The TENANT shall pay the LANDLORD for the Premises rented, the operating expenses thereof, and for other services or improvements as follows:

A. The basic annual rent for the leased Premises is _____. It will be paid in annual/monthly/quarterly/semi-annual installments of _____ [choose currency].

B. The initial estimate for annual operating expenses for the leased Premises is _____, and will cover the following services: [see instructions for allowable operating expenses]. It will be paid monthly in equal amounts. In January of each calendar year, the LANDLORD will submit operating expense receipts to an independent accounting firm for auditing, to be completed before the

_____ ay/sene _____ olup,
20_____ da sona erecektir.

MADDE DÖRT: KİRA KONTRATININ YENİLENMESİ

Kira kontratı KİRACI tarafından, burada belirtilen şartlarla, _____ yıllık _____ dönem[ler]le, ya da [tarihine] kadar uzatılabilir. Bu durumda, KİRACI, MAL SAHİBİNE kiralama süresinin veya herhangi bir uzatma süresinin sona ereceği tarihten en az _____ gün önce yazılı olarak bildirimde bulunmalıdır.

MADDE BEŞ: ÖDEME

KİRACI, MAL SAHİBİNE kiralanan gayri menkul için, işletme masrafları, diğer hizmet veya iyileştirmeler için aşağıda belirtilen şekilde ödeme yapacaktır:

A. Kiralanan gayri menkul için yıllık ana kira _____ dir. Bu meblağ yıllık/aylık/üç ayda bir/ altı ayda bir yapılacak ödemelerle _____ [para birimi cinsi seçin] üzerinden ödenecektir.

B. ~~Kiralanan gayrimenkul ile ilgili yıllık işletme giderleri başlangıçta, _____, olup, şu hizmetleri karşılayacaktır: [izin verilecek işletme giderleri için talimatlara bakınız]. Bu para eşit miktarlarda ayda bir ödenecektir. Her takvim yılının Ocak ayında, MAL SAHİBİ, işletme giderlerinin faturalarını denetim için, Şubat sonuna kadar tamamlanmk üzere bağımsız bir muhasebe firmasına takdim edecektir. Denetleme sonunda, işletme giderlerinin MAL SAHİBİ'nin, KİRACI'nın ödediğine kıyasla, daha fazlasını ödediği belirlenirse KİRACI~~

end of February. If the audit reveals that the LANDLORD justifiably paid more in operating expenses than the TENANT remitted during the year, the TENANT will pay the difference. If the audit reveals that the LANDLORD paid less in legitimate operating expenses than it collected from the TENANT, the LANDLORD will refund any excess operating expense funds to the TENANT.

The actual operating expenses of each year, confirmed by the audit, will be the basis for the estimate of operating costs for the subsequent year. These expenses are not subject to any rental escalation.

C. The Parties agree that in exchange for the LANDLORD providing the following improvements:

1. _____; and
2. _____;

the TENANT agrees to pay the total sum of \$ _____. This sum will be paid to the LANDLORD over the life of the original Lease term in the amount of \$ _____ per month/quarter in addition to and at the same time as the rent payment. These payments are not subject to any rental escalation.

D. All financial obligations of the TENANT resulting from this Lease are subject to the availability of funds appropriated annually by the Congress of the United States of America.

C. [See Model Lease for the other paragraph](#)

aradaki farkı ödeyecektir. Öte yandan denetleme, MAL SAHİBİNİN meşru işletme giderlerinden KİRACI'nın ödediğinden azını ödediğini ortaya çıkarırsa, MAL SAHİBİ, işletme giderleri üzerinden yapılan fazla ödemeyi KİRACIYA iade edecektir.

Her yılın, denetleme sonunda teyid edilen gerçek işletme giderleri, ertesi yılın işletme giderlerinin tahminine esas teşkil edecektir. Bu giderler, herhangi bir kira artışına tabi değildir.

C. Taraflar, MAL SAHİBİNİN şu geliştirmeleri yapması karşılığında,

1. _____; ve
2. _____;

KİRACININ \$ _____ ödemesi konusunda anlaşmışlardır. Bu Kira Kontratı aslının yürürlükte olduğu süre içerisinde, aylık kiraya ek olarak ve onunla aynı zamanda MAL SAHİBİNE ödenecek olan miktar ayda/üç ayda bir \$ _____'dir. Bu ödemeler herhangi bir kira arttırımına tabi değildir.

D. KİRACININ, bu gayri menkulün kiralansından doğan mali sorumluluklarının tamamı, Amerika Birleşik Devletleri Kongresi'nin yıllık tahsisatı sonucunda mevcut olacak fonlara bağlıdır.

C. Bir sonraki madde için Orjinal koontrata bakınız.

MADDE ALTI: GARANTİLER

A. MAL SAHİBİ, gayri menkulün tek ve meşru sahibi olduğunu; bu Kira Kontratını imzalama ve sorumluluklarını yerine getirmeye yetkili olduğunu; bu Kira Kontratının

ARTICLE SIX: WARRANTIES

A. The LANDLORD warrants that he/she/it is the sole and lawful owner of the Premises and that he/she/it is duly authorized and able to enter into this Lease and perform its obligations hereunder, and that this Lease and the TENANT's rights hereunder do not and will not conflict with any rights of LANDLORD or any third party or governmental entity. The LANDLORD also warrants that the TENANT shall peaceably enjoy possession of the Premises for the Lease term (and any extensions thereof) without any interruption or disturbance from the LANDLORD or any other person claiming by, from, through, or under the LANDLORD or otherwise. The LANDLORD further warrants that he/she/it will hold the TENANT free and harmless from any and all demands, claims, actions or proceedings by any other party in regard to the leased Premises.

B. The LANDLORD will handle and settle or otherwise dispose of all demands, claims, actions, or proceedings by others in respect of the TENANT's right of quiet possession. If the TENANT has notified the LANDLORD in writing of the demand, claim, action or proceeding, and the LANDLORD has failed to take timely action to handle, settle or otherwise dispose of such demand, claim, action or proceeding, then the TENANT may defend its right to quiet possession, and the LANDLORD agrees to reimburse the TENANT for any and all costs incurred thereby (including, without limitation, all attorney's fees and costs) as soon as practicable after

ve KİRACININ haklarının, MAL SAHİBİNİN ya da her hangi bir üçüncü tarafın ya da devlet kuruluşunun haklarıyla gelişmeyeceğini garanti eder. MAL SAHİBİ ayrıca, KİRACININ, kiralama süresi boyunca (ve uzatılan sürece), kiralanan bu gayri menkulde (ve müstemilatında) başka taraflarca, MAL SAHİBİNCE ya da MAL SAHİBİNİN altında veya aracılığıyla yapılan herhangi bir talep, eylem ve hukuksal işlemde ari, huzur içinde oturmasını sağlamayı garanti eder. MAL SAHİBİ ayrıca, başka bir parti tarafından, gayri menkule ilişkin yapılan tüm arz, iddia, hareket veya işlemlerden KİRACIYI serbest ve beri kılacağını garanti eder.

B. MAL SAHİBİ, KİRACININ huzurla kalma hakkının korunmasını sağlamak için, başkalarının öne sürülebilecek her türlü talep, iddia, girşilebilecek eylem, ve hukuksal işlemleri halledecek ve çözüme kavuşturacaktır. KİRACI, bu tür talep, iddia, eylem veya hukuksal işlemleri MAL SAHİBİNE yazılı olarak bildirmişse ve MAL SAHİBİ, bu konuda zamanında hareket etmekte kusur ederek yapılan talepleri, girşilen eylem ve hukuksal işlemleri halletmezse, bu durumda KİRACI huzur içinde kalma hakkını savunabilecek ve MAL SAHİBİ, KİRACININ bu konuyla ilgili olarak yaptığı tüm masrafları (tüm avukat ücretleri ve mahkeme masrafları da dahil olmak kaydıyla fakat bununla sınırlı olmayarak), bu masraflar KİRACI tarafından kendisine bildirilir bildirilmez KİRACIYA ödemeyi kabul eder.

C. KİRACI, bu Kira Kontratını

the TENANT's presentation of its claim for such expenses.

C. The TENANT warrants that the person executing this Lease on its behalf has all requisite power and authority to enter into this Lease on behalf of the United States of America.

ARTICLE SEVEN: LANDLORD RIGHTS AND RESPONSIBILITIES

A. Right of Entry. For the purpose of maintaining the Premises, the LANDLORD reserves the right to enter the Premises to inspect and make any necessary repairs, so long as such entry is at prearranged times, with the consent of the TENANT, and, at the TENANT's discretion, in the presence of a TENANT employee. The TENANT's consent shall not be unreasonably withheld. The LANDLORD may not, however, gain access to sensitive or secured areas, as determined by the TENANT in its sole discretion.

B. LANDLORD-provided services. The LANDLORD shall furnish or otherwise provide to the TENANT the following services during the Lease term:

_____. These services will be provided at no additional cost to the TENANT.

See Model Lease for the other paragraph

C. Maintenance Responsibilities. The LANDLORD shall, at his/her/its own cost and expense, be responsible for all significant maintenance, structural work, and repairs to the Premises,

imzalayan şahsın, Amerika Birleşik Devletleri adına böyle bir kontrat imzalamak için gerekli yetkiye sahip biri olduğunu garanti eder.

MADDE YEDİ: MAL SAHİBİNİN HAKLARI VE SORUMLULUKLARI

A. Giriş Hakkı. MAL SAHİBİNİN, KİRACININ kabul etmiş olması ve önceden tespit edilen zamanlarda yapılması şartıyla, gayri menkulde bakım ya da gerekli onarımları tespit etmek amacıyla binaya giriş hakkı mahfuzdur. Bu hak ancak KİRACININ takdiri ile ve KİRACININ elemanlarından birinin huzurunda kullanılabilir. KİRACI, makul olmayan sebeplerle rızasını vermezlik edemez. Ancak, MAL SAHİBİ, hassas ve güvenlik altına alınmış bölümlere giriş yapamaz ve bu bölümleri tamamen KİRACI belirler.

B. MAL SAHİBİNİN temin ettiği hizmetler. Kiralama süresi boyunca MAL SAHİBİ, KİRACIYA şu hizmetleri temin eder:

_____. Bu hizmetler için KİRACIDAN ilave bir ücret alınmayacaktır.

Bir sonraki madde için Orjinal koontrata bakınız.

C. Tamir-Bakım Sorumlulukları. MAL SAHİBİ, önemli bakım, binayla ilgili işler, ve gayri menkule ilişkin tüm tamiratlardan, duvar, tavan, taban, çatı, temel, ısınma, asansör, yürüyen merdiven, klima, sıhhi tesisat ve bununla ilgili malzemeler, MAL SAHİBİNİN temin ettiği jeneratör, su arıtma ve yangın önleme sistemleri de dahil olmak üzere fakat bununla sınırlı olmayarak tüm bakım ve onarım işlerinden ve bunların

including, but not limited to, maintenance and repair of structural elements and systems such as walls, ceilings, roofs, floors, foundations, heat, ventilating and air-conditioning systems, elevators, escalators, plumbing and related fixtures, LANDLORD-supplied generators, water filtration systems, and fire protection systems. (As per Article 8(B), the TENANT is only responsible for such minor maintenance as trash removal and light bulb replacement, as required to fulfill its obligation to keep the Premises in good repair and tenable condition.) The LANDLORD acknowledges that fulfillment of all of its obligations hereunder, including keeping the building, its systems, and all common and external areas thereof in good repair and tenable condition, are essential to making the Premises appropriate for use by the United States of America.

[If the Premises are within a multi-tenant unit, or bordered by sidewalks and/or parking spaces, see instructions for additional language.]

D. Responsibility for Damages. The LANDLORD will be responsible for any damages caused by the breakdown of any building systems or any failure to maintain the common areas of the Premises. The LANDLORD accepts full and sole responsibility for any claim arising in connection with damage or injury sustained through the use of public entrances, stairways, elevators, hallways and conveniences. The LANDLORD shall not be responsible for interruptions in utilities, beyond LANDLORD's control, supplied by

maliyetinden sorumludur. (Kiralanan Gayrimenkulün onarımlarının yapılması ve yaşanılır halde tutulmasını sağlamak için kabul edilen, 8(B) Maddesi kapsamında, KİRACI, sadece çöplerin alınması, ampullerin değiştirilmesi gibi küçük bakım işlerinden sorumludur.) MAL SAHİBİ, bina ve müstemilatının, sistemlerinin, tüm müşterek ve harici alanların bakımlı ve iskana uygun olarak tutulması dahil bu kontrat altındaki tüm yükümlülüklerinin yerine getirilmesinin, gayri menkulun Amerika Birleşik Devletleri tarafından kullanıma uygun olması bakımından esas olduğunu kabul eder.

[Gayrimenkul, birden fazla kiracının bulunduğu bir birimde ise, veya kaldırımlar ve/veya otopark ile çevriliyse, farklı bir ifade için talimatlara bakınız)

D. Hasarla İlgili Sorumluluklar. MAL SAHİBİ, binalarda bulunan sitemlerdeki arızalar sonucunda ortaya çıkacak ya da müşterek alanların bakımındaki aksamadan doğacak, her türlü hasardan sorumlu olacaktır. MAL SAHİBİ, müşterek olarak kullanılan giriş kapısı, merdiven, asansör, antre ve diğer kullanım alanlarında meydana gelebilecek her türlü hasar ve yaralanmayla ilgili sorumlulukları münhasıran üstlenir. MAL SAHİBİ, elektrik, su, havagazı gibi Belediyenin temin ettiği hizmetlerde, MAL SAHİBİNİN kontrolü dışında gelişen kesintilerden sorumlu tutulmaz.

E. Acil Onarımlar. MAL SAHİBİ, KİRACIDAN sözlü ya da yazılı bildirim aldıktan sonraki 48 saat içinde tüm gerekli acil onarımları yapmak ve masraflarını üstlenmekle yükümlüdür. 48 saat içinde tamamlanamayacak

municipal sources.

E. Emergency Repairs. The LANDLORD agrees to commence, carry out, and complete, at its sole expense, emergency repairs within 48 hours after receiving oral or written notice from the TENANT of the need for repairs. For repairs that cannot be completed within 48 hours, the LANDLORD agrees to present a completion schedule for acceptance by the TENANT. For any emergency repairs that the LANDLORD does not handle in this manner, the TENANT may undertake the repair at the LANDLORD's sole expense. Any funds expended by the TENANT in this regard shall be deemed prepaid rent toward the next rental payment and such rental payment shall be reduced by the same amount. If all rental payments have been made, or the amount expended exceeds the rental payment, the LANDLORD will make a direct refund to the TENANT.

F. Taxes, Fees, and Assessments. The LANDLORD accepts full and sole responsibility for the payment of all fees, taxes, levies, duties and other charges of a public nature that are or may be assessed against the property, including all use, ownership, and property taxes. Further, all expenses, if any, incurred in connection with the execution or registration of this Lease, including without limitation, notarial charges, registration charges, transaction taxes, stamp duties or other fiscal charges shall be

onarımlar için, MAL SAHİBİ, KİRACIYA, bir tamamlama çizelgesi sunarak KİRACININ onayını almayı kabul eder. MAL SAHİBİNİN derhal harekete geçmediği böyle acil onarımlar gerektiğinde, KİRACI, faturasının tamamını MAL SAHİBİNE ödetmek şartıyla bu onarımları yaptırabilir. Bu çerçevede KİRACI tarafından ödenmiş herhangi bir meblağ, sonraki ayın kirasına atfen ödenmiş kira bedeli sayılacak ve bu miktar kiradan düşülecektir. Tüm kira bedelleri ödenmiş ise ya da yapılan onarımın faturası, kira bedelini aşılırsa, o zaman MAL SAHİBİ, KİRACIYA bu parayı doğrudan ödeyecektir.

F. Vergi, Harç, ve Vergi Beyannameleri. Emlağa müteallik maliyet, kullanım, emlak vergi, harç, ve resim ödemeleri ile kamusal nitelikteki mali yükümlülüklerin tüm sorumluluğu tamamen ve münhasıran MAL SAHİBİNE aittir. Ayrıca, bu kira kontratının resmi kayıtlara geçmesi ve uygulanması için varsa, noter ücreti, kayıt masrafları, işlem vergi ve damga resmi ve tüm diğer masraflar da dahil olmak fakat bunlarla sınırlı kalmamak kaydıyla tüm masraflar MAL SAHİBİ tarafından ödenecektir.

G. Tescil. Yerel yasalar MAL SAHİBİNİN bu Kira Kontratını tescil ettirmesine izin veriyorsa, MAL SAHİBİ bunu kendisinin yaptıracağını ve bu işleme ilişkin tüm masrafları üstleneceğini kabul eder ve KİRACI yazılı olarak talep edecek olursa, MAL SAHİBİ, KİRACIYA, bu kira kontratı işleme girdikten ya da uzatıldıktan sonraki günler içinde, makul bir süre zarfında, tescilin kanıtını verecektir.

paid by the LANDLORD.

G. Registration. If local law permits the LANDLORD to register this Lease, he/she/it warrants that he/she/it will do so at his/her/its sole expense, and, if so required by the TENANT in writing, he/she/it will provide the TENANT proof of registration within a reasonable time following the execution of this Lease or extensions thereof.

H. Claims. The LANDLORD accepts full and sole responsibility for any claims arising from the TENANT or from third parties for damage or injury sustained when the LANDLORD has failed to maintain or repair the Premises or any systems or common areas as required by this Lease. The LANDLORD also accepts responsibility for damage or injury sustained by TENANT or third parties and resulting from the negligence or willful acts of the LANDLORD, LANDLORD's agents, or employees.

ARTICLE EIGHT: TENANT RIGHTS AND RESPONSIBILITIES

A. The TENANT shall have the right, during the existence of this Lease, to erect structures, additions and signs, to make alterations, and to attach fixtures in or upon the Premises. This includes the right to affix a flagstaff, a U.S. flag, a U.S. seal, and office signs and insignia on the Premises leased. Such fixtures, additions, or structures placed in or upon or attached to the said Premises shall be and remain the property of the TENANT and may be removed before, at the time of, or

H. Tazmin Talepleri. MAL SAHİBİ, gayri menkulde ya da müşterek alanlarda veya sistemlerde yapılması gereken bakım ve onarımla ilgili şahsi ihmali sonucunda ortaya çıkacak hasar ve zararlar ilgili olarak KİRACININ ya da üçüncü tarafın yapacağı tüm tazmin taleplerinden münhasıran sorumludur. MAL SAHİBİ ayrıca, MAL SAHİBİNİN ve/veya temsilcilerini ve/veya çalışanlarının ihmali ya da kasıtlı davranışları sonucunda KİRACININ ya da üçüncü tarafların uğradığı hasar ve zararın sorumluluğunu yüklenir.

MADDE SEKİZ: KİRACININ HAK VE SORUMLULUKLARI

A. KİRACI, kiralama süresince, gayri menkule yapılanmalar, ilaveler yapmak ve tabelalar koymak, tadilatta bulunmak, ve/veya demirbaş fikstür yerleştirmek hakkına sahiptir. Kiralanan gayri menkule gönder, ABD Bayrağı, ABD ulusal mührü, büro tabelaları ve amblem yerleştirilmesi buna dahildir. Adı geçen gayri menkule yerleştirilecek olan bu tür demirbaş fikstürler, ilaveler, yapılandırmalar, KİRACININ mülkiyetindedir ve öyle kalacaktır. Hepsi Kira süresi sona ermeden önce, erdikten sonra ya da Kira süresi veya uzatımı sona erdikten, ya da iptal edildikten sonra makul bir zaman diliminde yerinden alınabilir.

B. Aksi belirtilmedikçe, KİRACI, sözü edilen gayri menkulü, Kiralama süresi boyunca, çöplerin toplanması ve ampullerin değiştirilmesi gibi küçük bakım işleri de dahil olmak üzere temiz, bakımlı ve yaşanabilir şartlarda tutacaktır. Makul düzeydeki mutad eskime, bozulma, fiziksel şartların sebep olduğu hasar veya

within a reasonable time after the Lease or any extension thereof expires or is terminated.

B. The TENANT shall, unless specified to the contrary, maintain the said Premises in good repair and tenable condition, including minor maintenance such as trash removal and light bulb replacement, during the continuance of this Lease, except for reasonable and ordinary wear and tear, damage by the elements, or other circumstances not under the TENANT's control. Any damage arising from the intentional acts or negligence of the LANDLORD, its agents or employees, or any other third parties not under LANDLORD's or TENANT's control, is similarly excepted.

ARTICLE NINE: ASSIGNMENT AND SUBLEASE

A. The TENANT may at any time assign its interest in the Premises or any portion thereof or sublet the Premises or any portion thereof to any party without the prior consent of the LANDLORD.

B. If the LANDLORD intends to assign its rights and responsibilities under the Lease to a third party, or if the LANDLORD intends to transfer its interest in the property to a third party by any method, the LANDLORD shall give to the TENANT written notice of the identity of such third party at least 90 days before to the transfer or assignment. The TENANT agrees to keep this information confidential until after the transfer is

KİRACININ kontrolü dışındaki haller bu duruma istisna teşkil eder. MAL SAHİBİNİN, temsilcilerinin, çalışanlarının ya da MAL SAHİBİNİN ya da KİRACININ kontrolü altında hareket etmeyen üçüncü tarafların kastî hareketleri ya da ihmali sonucunda meydana gelen hasar da aynı şekilde kabul edilir.

MADDE DOKUZ: TEMLİK VE BAŞKASINA KİRALAMA

A. KİRACI, bu gayrı menkulün tamamında ya da bir bölümündeki kiracılık hakkını, ne zaman isterse, MAL SAHİBİNİN ön izni olmaksızın üçüncü şahıslara temlik ya da kirayla devredebilir.

B. MAL SAHİBİ, bu kira kontratı altındaki hak ve sorumluluklarını, ya da bu gayrı menkuldeki menfaatlerini herhangi bir yöntemle üçüncü bir tarafa devretmek isterse, MAL SAHİBİ, bu üçüncü tarafın kimliğini KİRACIYA, bu transferin ya da temlikin gerçekleşmesinden en az 90 gün önce yazılı olarak bildirecektir. KİRACI bu bilgiyi transferin tamamlanmasından sonrasına kadar gizli tutacaktır. KİRACI, bu bildirim tarafına yapılmasından itibaren 90 gün içinde Kira Kontratını iptal edebilir.

MADDE ON: SATIN ALMA OPSİYONU

A. MAL SAHİBİ, KİRACIYA, bu Kira Kontratı ile yukarıda kabul edilen kira miktarı nezdinde, ipotekten ve başka yükümlülüklerden ari olmak kaydıyla bu Kira kontratının konusu olan gayrimenkulü, arsası, geliştirmeleri ve tüm müştemilatları ile birlikte satın alma seçeneği tanır. Bu satışın tamamının bedeli _____ dır.

B. KİRACININ satın alma opsiyonunu

complete. The TENANT may, within 90 days of receipt of the notice, terminate the Lease.

ARTICLE TEN: PURCHASE OPTION

A. The LANDLORD hereby grants to the TENANT, in consideration of this Lease and the rental rates agreed to above, a firm option to purchase, in fee simple absolute and free of all encumbrances, the Premises covered by this Lease, including land, improvements and all appurtenances. The entire purchase price is _____.

B. The decision to exercise the option to purchase is at the sole discretion of the TENANT, and shall not be construed to create any obligation by the TENANT to purchase the property under any circumstances, or to create any right in the LANDLORD to compel a sale.

C. This option to purchase shall continue open and in full force for the Lease term and any renewals thereof. If and when the TENANT exercises the said option to purchase, the LANDLORD covenants and agrees to convey to the United States of America an unencumbered fee simple absolute title (complete and perpetual ownership) to the Premises covered by this Lease, including the land, improvements and all appurtenances, by deed with covenant of warranty and covenant against encumbrances.

ARTICLE ELEVEN: INSURANCE

A. The LANDLORD shall bear responsibility for all risk of loss of or damage to the Premises for the entire term of this Lease arising from any causes whatsoever, other than

seçmesi tamamen KİRACININ takdirine kalmış olup, kiralanan gayrimenkulün KİRACI tarafından satın alınması, ya da MAL SAHİBİNİN bu gayrimenkulü satması için hiç bir mecburiyet yaratmaz.

C. Gayrimenkulü satın alma opsiyonu, Kira kontratı yürürlükte olduğu ve yenilendiği sürece tamamen geçerlidir. KİRACI, sözü edilen bu opsiyonu seçecek olursa, MAL SAHİBİ, ipotekten ve başka yükümlülüklerden ari olmak kaydıyla, bu Kira Kontratının kapsamındaki gayri menkulün, arsası ve geliştirmeleri ve müstemilatı, bu kontrat nezdindeki garantiler de dahil olmak üzere, mutlak tapusunu (tamamen ve sürekli mülkiyetini) Amerika Birleşik Devletleri'ne devretmeyi kabul eder.

MADDE ONBİR: SİGORTA

A. Bu Kira kontratı süresince KİRACININ hatası yüzünden olanlar dışında, ne sebeple olursa olsun, gayri menkulde meydana gelen her türlü hasar ve zarardan MAL SAHİBİ mesuldür. Buna şunlar dahildir: yangın; yıldırım düşmesi; fırtına; kasırga; infilak; isyan; sosyal kargaşa; kötü niyetli ve suçlu davranışlar sonucunda tahribat; su depolarının patlaması ya da taşması, boruların, makinelerin ve diğer aparatların; brülör ve makinelerin hasara uğramaları; sel baskını, işçilerle ilgili huzursuzluk; deprem; suiniyetli eylemler ve diğer doğal afetler.

B. MAL SAHİBİ, yangın ve yukarıda belirtilen tüm tehlikelere karşı gayri

TENANT fault, including but not limited to: fire; lightning; storm; tempest; explosion; riot; civil commotion; malicious or criminal acts of destruction; bursting or overflowing of water tanks, apparatus or pipes, boiler or machinery; flood; labor disturbance; earthquake; and any other casualty or Act of God.

B. The LANDLORD shall adequately insure the property against all risks enumerated above and all risks normally covered under standard property insurance. The LANDLORD shall also carry adequate personal injury and liability insurance to cover all risks for which he/she/it is responsible hereunder. Evidence of the LANDLORD's insurance coverage shall be furnished to the TENANT within 21 days after the parties sign the Lease, and the TENANT reserves the right to ask in intervals thereafter for proof that the policy remains in force; the TENANT may withhold rent until the LANDLORD provides such proof.

C. Each party, respectively, shall be liable for damages to the leased Premises caused by its own fault or negligence, or that of its agents or employees.

ARTICLE TWELVE: DESTRUCTION OF PREMISES

A. Whenever the Premises or any essential part thereof shall be

menkul için, standart kapsam altında, yeterli sigorta yaptıracaktır. MAL SAHİBİ ayrıca kiralanan gayri menkulle ilgili olarak kendisinin mesul olduğu alanlarda vuku bulabilecek her türlü hasarı kapsam altına alan, yeterli miktarda kişisel ve hukuksal sorumluluk sigortası satın alacaktır. MAL SAHİBİNİN bu sigortaları yaptırdığını kanıtlayan belgeler taraflar Kira kontratını imzaladıktan sonraki 21 gün içerisinde KİRACIYA tevdi edilecektir ve KİRACININ bu poliçenin hala geçerli olup olmadığını kontrol etmek için düzenli aralarla sigorta kanıtlarını görmek isteme hakkı mahfuz olup, MAL SAHİBİ bu kanıtları ibraz edinceye kadar KİRACI kirayı ödemeyebilir.

C. Taraflardan her biri, kiralanan gayri menkulde kendi veya kendilerini temsil eden şahıs ya da çalışanlarının hata yada ihmalleri sonucunda meydana gelen hasarlardan sorumlu olacaktır.

MADDE ONİKİ: GAYRI MENKULDE TAHRİBAT

A. Gayrimenkul veya önemli kısımları yangın, vandalizm, deprem, sel baskını, fırtına, savaş, toplumsal kargaşa, doğal afetler ya da benzeri sebeplerle tahrip olur veya yaşanamayacak duruma gelirse, bu Kira kontratı KİRACININ seçimine bağlı olarak, MAL SAHİBİNE verilecek yazılı bildirimle hemen sona erdirilebilir. Böyle bir sona erdirme durumunda, KİRACININ verdiği yazılı bildirim MAL SAHİBİNE ulaştığı zamandan itibaren kira ödenmeyecektir.

B. Kira kontratı sona erdirilirse, MAL

destroyed or rendered unfit for further tenancy through fire, vandalism, earthquake, flood, storm, war, civil disturbance, Act of God, or other similar casualty, this Lease shall, at the option of the TENANT, immediately terminate upon provision of written notice to the LANDLORD. In the event of such termination, no rent shall accrue to the LANDLORD after he/she/it receives the TENANT's written notice.

B. If the Lease is terminated, the LANDLORD shall within 45 days of termination refund any advance rental payments in excess of rental liabilities accrued to the date of termination.

C. In case of partial destruction or damage to the Premises from the above-described causes, the TENANT may terminate this Lease only in part at its option and remain in the portion of the Premises that remains tenantable. Should the TENANT elect to remain in Premises rendered partially untenable, a proportionate rebate or reduction of prevailing rental payments will be allowed and will be reflected in an amendment to this Lease to be signed within 2 months after the damage occurs.

ARTICLE THIRTEEN: LANDLORD'S DEFAULT

In the event the LANDLORD fails to fulfill any of its obligations under this Lease ("default"), and where this Lease specifically provides no other remedy for such failure, the TENANT is entitled either to terminate this

SAHİBİ kontratın sona ermesinden itibaren 45 gün içerisinde, sona erdirme tarihine kadar biriken kira miktarı ile önceden ödenmiş bulunan kira arasındaki farkı KİRACIYA geri verecektir.

C. Yukarıda belirtilen sebepler nedeniyle kısmi tahribat ya da hasar söz konusuysa, KİRACI, bu Kira kontratını kısmen sona erdirmeyi seçebilir ve kiralanan gayri menkulün yaşamaya müsait kısmında kalabilir. KİRACI, kısmi hasardan ötürü yarı iskan edilmez halde bulunan gayri menkulde kalmayı seçerse, kiradan uygun bir indirim yapılarak kira ödemelerine izin verilecektir ve hasarın meydana gelmesinden 2 ay sonra imzalanacak olan Kira Kontratı Ekinde bu durum belirtilecektir.

MADDE ONÜÇ: MAL SAHİBİNİN TAHHÜTLERİNİ YERİNE GETİRMEMESİ

MAL SAHİBİNİN, bu Kira Kontratı altındaki yükümlülüklerini ("taahhütlerini yerine getirmemesi") halinde, ve Kira Kontratında bu durum için belirlenmiş bir çare belirtilmemişse, KİRACI, Kontratı iptal etme ya da bu anlaşmada belirtilen şartların yerine getirilmesi için masrafların tamamını MAL SAHİBİNE yüklemek şartıyla, MAL SAHİBİNİN taahhütlerini yerine getirmemesi nedeniyle meydana gelen masrafların kiradan düşülmesi de dahil olmak üzere, uygun gördüğü tedbirlere baş vurma opsiyonlarından birini seçme hakkına sahiptir. KİRACI, bu madde uyarınca tedbir alma yoluna baş vurma niyetini önceden yazılı olarak MAL SAHİBİNE

Lease, or, at its option, to take any measures which it deems necessary to establish the conditions contemplated by this Lease at the entire expense of the LANDLORD, including offsetting rental payments against any cost incurred by the TENANT due to LANDLORD default. The TENANT will provide written advance notice to the LANDLORD of its intention to take action in accordance with this Article.

ARTICLE

FOURTEEN: TERMINATION

A. The TENANT may, for its convenience, terminate this Lease in whole or in part at any time, if it determines that such termination is in the best interests of the TENANT, by giving written notice to the LANDLORD 30 days in advance. If the TENANT terminates this Lease in accordance with this clause, the TENANT shall not be liable for any charges additional to those normally incurred up to the date the Lease is terminated.

B. The LANDLORD further agrees to make a pro rata refund of any rent payments made for periods beyond the date the TENANT surrenders the Premises in pursuance of any of the TENANT's termination rights as contained in this Lease.

ARTICLE FIFTEEN: DISPUTES RESOLUTION

A. In the event that any disputes arise concerning the text of this Lease, the English language version controls.

B. Any disputes arising between the

bildirecektir.

MADDE ONDÖRT: FESİH

A. KİRACI, uygun görürse, istediği zaman bu Kira Kontratını, kısmen ya da tamamen feshedebilir. Kontratın sona erdirilmesi KİRACININ çıkarlarına uygun görüldüğü takdirde, MAL SAHİBİNE 30 gün önceden yazılı bildirimde bulunulacaktır. KİRACI bu Kira Kontratının bu maddesi uyarınca kontratı feshederse, Kontratın sona erdiği ana kadar olan normal maddi yükümlülüklerin ötesinde ilave bir bedelden sorumlu olmayacaktır.

B. MAL SAHİBİ, ayrıca KİRACININ gayri menkulü boşaltıp teslim ettiği tarihten sonrası için yapılmış kira ödemelerini, bu Kira Kontratında belirtilen KİRACININ Kontratı fesih hakları uyarınca KİRACIYA orantısız olarak hesaplayarak geri verecektir.

MADDE ONBEŞ:

UZLAŞMAZLIKLARIN ÇÖZÜMÜ

A. Bu Kira Kontratının metni üzerinde herhangi bir uzlaşmazlık çıkması halinde, Kontratın İngilizce versiyonu esas alınacaktır.

B. Taraflar arasında bu Kira Kontratı ile ilgili olarak çıkabilecek ve KİRACI ile MAL SAHİBİ arasında yapılacak görüşmelerle halledilemeyen herhangi bir uzlaşmazlık halinde, aşağıda belirtilen uzlaşmazlık çözüm hükümlerine uyularak halledilecektir:

1. Bu Kira Kontratı, Tadilatlı şekliyle (ABD 41 yasası, 7101 et seq.), 1978 Sözleşme Uyuşmazlıkları Yasasına ("Yasa") tabidir. Bu yasa da belirtilen istisnalar dışında, bu Kira Kontratından kaynaklanan tüm uyuşmazlıklar, münhasıran bu Madde

Parties hereto concerning this Lease that cannot be resolved in negotiations between the LANDLORD and TENANT, shall be settled in accordance with the dispute settlement provisions that follow:

1. This Lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101 et seq.) (the "Act"). Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved exclusively under this Article; the Parties hereby waive any right they might have to bring suit in respect of any disputes or claims arising under or relating to this Lease.

2. "Claim," as used in this Article, means a written demand or written assertion by the LANDLORD or TENANT seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of the Lease terms, or other relief arising under or relating to this Lease. A "claim arising under the Lease," unlike a claim relating to the Lease, is a claim that can be resolved under an article of this Lease that provides for the relief sought by the claimant. However, a written demand or written assertion by the LANDLORD seeking the payment of money exceeding U.S. \$100,000 is not a claim until certified as required by subparagraphs 4(A) through 4(D) of this Article. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this Act. The submission may be converted to a claim under the Act, by complying with the

uyarınca çözümlenecektir; bu durumda Taraflar, bu Kontratla ilgili olarak çıkacak uzlaşmazlıklar ya da hak talepleri konusunda dava açma haklarından vazgeçerler.

2. Bu Maddede kullanıldığı şekliyle "Hak talebi," MAL SAHİBİ ya da KİRACI tarafından yazılı yapılan, bir hak olarak, para talebi, Kira Kontratında ayarlamalar yapılması ya da Kira Kontratı maddelerinin yorumuyla ilgili talepler, veya bu Kontratla ilgili başka dava konuları anlamına gelir. "Bu Kira Kontratından kaynaklanan hak talebi," bu Kira Kontratıyla ilgili bir hak talebinden farklı olarak, bu Kontratın, talep sahibine çözüm sunan bir maddesi uyarınca çözüm sağlayabilecek bir taleptir. Ancak, MAL SAHİBİ tarafından yapılan talep ya da yazılı bir iddia ile 100.000 Doların üzerinde bir ödeme istenmesi, bu maddenin 4(A) şikkından 4(D) ye kadar olan alt paragraflarında belirtildiği şekilde tasdik edilmedikçe bir talep teşkil etmez. Tartışma konusu teşkil etmeyen bir makbuz, fatura, ya da başka mutad ödeme istemi bu yasa nezdinde bir talep teşkil etmez. Bu istemlerin kabul edilmesi, bu maddedeki ödemenin kabulü ve tasdik hükümlerine uyularak, miktarda uyuşma olmadığı, ya da ödemenin zamanında yapılmadığı hallerde bu yasa çerçevesinde bir talebe dönüştürülebilir.

3. MAL SAHİBİ tarafından yapılacak bir hak talebi yazılı olarak yapılmalı ve hak talebinin tahakkukundan 6 yıl içerisinde KİRACININ Kontratlar Bürosu görevlisine sunulmalıdır. KİRACI tarafından MAL SAHİBİ aleyhine yapılan bir hak talebi ise

submission and certification requirements of this Article, if it is disputed either as to liability or amount or is not acted upon within a reasonable time.

3. A claim by the LANDLORD shall be made in writing and submitted within 6 years after accrual of the claim to the TENANT's Contracting Officer for a written decision. A claim by the TENANT against the LANDLORD shall be subject to a written decision by the TENANT's Contracting Officer.

4.

(A) The LANDLORD shall provide the certification specified in subparagraph 4(C) of this Article when submitting any claim exceeding U.S. \$100,000; or regardless of the amount claimed, when using Arbitration conducted pursuant to 5 U.S.C. 575-580 or any other alternative means of dispute resolution ("ADR") technique that the TENANT elects to handle in accordance with the Administrative Dispute Resolution Act ("ADRA") (5 U.S.C. 571 et seq).

(B) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(C) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Lease adjustment for which the LANDLORD believes the TENANT is

KİRACININ Kontratlar Ofisi görevlisinin yazılı kararına tabidir.

4.

(A) MAL SAHİBİ, 100.000 Doların üzerindeki hak taleplerini sunarken, bu maddenin 4(C) şikkında belirtilen tasdiknameyi ibraz etmek zorundadır ya da KİRACI, talep edilen miktar ne olursa olsun, ABD 5 yasası §§ 575-580 uyarınca yürütülen bir uzlaşmaya, başka uyuşmazlık çözümü tekniklerine ("ADR") (Alternatif Uyuşmazlık Çözümü) başvurmayı tercih ederse, İdari Uyuşmazlık Çözümü Yasası ("ADRA") (ABD 5 571 et seq.) uyarınca çözüm sağlanacaktır.

(B) Tasdikname gerekliliği, bir hak talebinin tamamı yada bir parçası olarak sunulmamış olan tartışmalı konulara uygulanamaz.

(C) Tasdikname şu şekilde kaleme alınmalıdır: "Bu hak talebinin, iyi niyetle yapıldığına; bu talebi destekleyen verilerin, bilgi ve inancıma göre, doğru ve eksiksiz olduğuna; talep edilen meblağın Kira Kontratında yapılan ayarlamaların MAL SAHİBİNİN inancına göre KİRACININ ödemesi gerektiği miktarı tamamen temsil ettiğine; ve MAL SAHİBİ adına bu hak talebini tasdik etmeye yetkim olduğunu belirterek, tasdik ediyorum."

(D) Bu tasdikname, MAL SAHİBİNİN bu hak talebiyle ilgili olarak bağlayıcı yetkiye sahip herhangi bir makam tarafından hazırlanabilir.

5. MAL SAHİBİNİN 100.000 Dolar ve altındaki hak talepleri için, KİRACININ Kontrat Ofisi Görevlisi tarafından verilecek karar, MAL SAHİBİ yazılı olarak isterse, isteğin

liable; and that I am duly authorized to certify the claim on behalf of the LANDLORD.”

(D) The certification may be executed by any person duly authorized to bind the LANDLORD with respect to the claim.

5. For LANDLORD claims of U.S. \$100,000 or less, the TENANT’s Contracting Officer must, if requested in writing by the LANDLORD, render a decision within 60 days of the request. For LANDLORD-certified claims over U.S. \$100,000, the TENANT’s Contracting Officer must, within 60 days, decide the claim or notify the LANDLORD of the date by which the decision will be made.

6. The TENANT’s Contracting Officer’s decision shall be final unless the LANDLORD appeals or files a suit as provided in the Act.

7. If the claim by the LANDLORD is submitted to the TENANT’s Contracting Officer or a claim by the TENANT is presented to the LANDLORD, the Parties, by mutual consent, may agree to use Alternate Dispute Resolution (ADR). If the LANDLORD refuses an offer for Alternate Dispute Resolution, the LANDLORD shall inform the TENANT’s Contracting Officer, in writing, of the LANDLORD’s specific reasons for rejecting the request. When using arbitration is conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency

yapılmasından sonraki 60 gün içerisinde, KİRACIYA tebliğ edilmelidir. MAL SAHİBİ tarafından tasdiknameyle yapılan 100.000 Doların üzerindeki hak talepleri için, KİRACININ Kontratlar Ofisi Görevlisi, taleple ilgili kararını 60 gün içerisinde bildirmeli ya da kararın verileceği tarihi MAL SAHİBİne bildirmelidir.

6. MAL SAHİBİ itiraz etmediği veya, Yasada belirlendiği şekilde bir dava açmadığı takdirde, KİRACININ Kontrat Ofisi Görevlisinin kararı nihai ve kesindir.

7. MAL SAHİBİ tarafından KİRACININ Kontratlar Ofisi Görevlisine sunulan hak talebi veya KİRACI tarafından MAL SAHİBİNE sunulan hak talebi, tarafların ortak rızasıyla ADR’a (Alternatif Anlaşmazlık Çözümü) başvurularak çözümlenebilir. MAL SAHİBİ alternatif uyuşmazlık çözümlemesi önerisini reddedecek olursa, MAL SAHİBİ, KİRACININ Kontratlar Ofisi Görevlisine, MAL SAHİBİNİN bu talebi reddetmesinin spesifik sebeplerini yazılı olarak belirtecektir. ABD 5. Yasası §§ 575-580 uyarınca, uzlaştırma yoluna gidilecek olursa, veya devlet kuruluşu, uyuşmazlığı çözmek için ADRA Yasası gereğine uyarak, diğer başka bir ADR tekniği kullanmayı seçerse, bu bağlamda öne sürülen her türlü hak talebi, miktarı ne olursa olsun, bu Maddenin 4(C) şikkında tanımlanan bir tasdikname eşliğinde sunulacak ve yine bu Maddenin 4(D) şikkında belirtildiği şekilde işleme koyulacaktır.

8. KİRACI, ödenmemiş bulunan miktar üzerinden şu koşullar içinde gereken faizi ödeyecektir:

elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph 4(C) of this Article, and executed in accordance with subparagraph 4(D) of this Article.

8. The TENANT shall pay interest on the amount found due and unpaid from:

(A) The date the TENANT's Contracting Officer receives the claim (certified if required); or

(B) The date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the TENANT's Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, as fixed by the U.S. Secretary of the Treasury as provided in the Act, which is applicable to the period during which the TENANT's Contracting Officer receives the claim, and then at the rate applicable for each 6-month period as fixed by the U.S. Secretary of the Treasury during the pendency of the claim.

9. The LANDLORD shall proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Lease, and comply with any decision from the TENANT's Contracting

(A) Bu hak talebini (istenirse tasdikname ile) KİRACININ Kontratlar Ofisi Görevlisinin eline geçtiği tarihten itibaren; ya da

(B) Kiranın aslında ödenmesi gerektiği tarihten itibaren, eğer bu tarih daha ilerdeyse, o zaman ödeme tarihinden itibaren. (FAR) 48 CFR 33.201'de belirtildiği şekilde, usulsüz olarak hazırlanmış tasdiknamelerde, faiz, bu hak talebini KİRACININ Kontratlar Ofisi Görevlisinin ilk eline geçtiği tarihten itibaren ödenecektir. Hak talepleri için ödenecek olan basit faizler, ABD Maliye Bakanı'nın Yasada belirtildiği şekilde tespit ettiği oran üzerinden ödenecektir ki bu oran her altı aylık süre için, ABD Maliye Bakanlığının tespit ettiği sabit oran üzerinden ödenir.

9. Kontratın sona erdirilmesi, hak talebi ve itiraz ya da bu Kontrat altında meydana gelecek başka girişimlerle ilgili nihai karar alınıncaya kadar, MAL SAHİBİ bu Kontrat şartlarının işler halde tutulması için elinden geleni yapacak ve KİRACININ Kontratlar Ofisi Görevlisinin vereceği herhangi bir karara uyacaktır.

10. Tarafların ikisinin de bu Madde hükümlerine tamamen uymaları ve fakat taraflardan birinin nihai karardan tatmin olmaması halinde, mağdur tarafın, ABD Kontratlara İtiraz Kurulu Sivil Kurul İdaresine itiraz hakkı veya ABD Hak Talepleri Federal Mahkemesinde dava açma seçeneği vardır.

MADDE ONALTI: HUKUK SİSTEMİ

<p>Officer.</p> <p>10. In the event that both Parties have complied fully with all the provisions of this Article, but one of the Parties is dissatisfied with the final decision, the aggrieved Party may, at its option, either appeal the decision to the U.S. Civilian Board of Contract Appeals, or file a suit in the U.S. Court of Federal Claims.</p> <p>ARTICLE SIXTEEN: CHOICE OF LAW</p> <p>The terms of this Lease shall be construed in accordance with the local laws governing the situs of the Premises leased hereunder.</p> <p>ARTICLE SEVENTEEN: SCOPE OF AGREEMENT AND LEGAL CONSTRUCTION</p> <p>A. This Lease cancels all other agreements that the Parties may have previously entered into which relate to the Premises, and this written agreement constitutes the entire understanding of the Parties.</p> <p>B. Oral discussions and representations made during negotiation of this Lease shall not be construed to be terms of this Lease.</p> <p>C. Any changes, additions, variations, or modifications of the terms of this Lease shall not be valid unless made in writing and signed by both Parties hereto. For the purposes of this paragraph, only the signature of the (Principal Officer, General Services Officer, Management Officer, USAID EXO, or Mission Director) at the</p>	<p>SEÇİMİ</p> <p>Bu Kira Kontratının koşulları, Gayri menkulün bulunduğu yerin yasalarına uygun olarak hazırlanacaktır.</p> <p>MADDE ONYEDİ: ANLAŞMANIN KAPSAMI VE HUKUKSAL YAPISI</p> <p>A. Bu Kira Kontratı, tarafların daha önce yapmış olabileceği, bu Gayri menkulle, uzaktan yakından ilgili diğer anlaşmaların tamamını hükümsüz kılar ve bu yazılı anlaşma taraflar arasındaki anlayışın tamamını oluşturur.</p> <p>B. Bu Kira Kontratının hazırlanması sırasında yapılan sözlü görüşmeler ve sunumlar, Kontratın koşulları olarak kabul edilmeyecektir.</p> <p>C. Bu Kira Kontratının koşullarında yapılacak değişiklikler, ilaveler, değişiklik, tadilat, yazılı olarak yapılmadıkça ve taraflarca imzalanmadıkça geçerli sayılmayacaktır. Bu Paragrafın amaçlarını yerine getirilmesi açısından, KİRACI adına, _____ deki ABD Büyükelçiliğinde/USAID Misyonunda (Müdür, Genel Hizmetler Görevlisi, Baş Görevli, USAID EXO, ya da Misyon Direktörü) imzası geçerli ve bağlayıcı sayılacaktır.</p> <p>D. Taraflardan birinin herhangi bir anlaşma şartlarını, akitlerini, hükümlerini, harfiyen yerine getirilmesi için ısrar etmekte kusur etmesi durumu, ya da bu anlaşmanın ihmalî sonucunda ortaya çıkan hak talepleri ya da duruma çare bulunması, gelecekte böyle bir</p>
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U.S.Embassy/USAID Mission in _____ shall be deemed valid and binding as against the TENANT.

D. Neither failure of either Party to insist upon strict performance of any agreement, term, covenant, or condition hereof, nor failure of either Party to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any breach or a waiver of such agreement, term, covenant, or condition in the future.

E. An invalidation of one of the clauses of this Lease agreement shall not be grounds for invalidation of any other clauses.

ARTICLE EIGHTEEN: NOTICES

A. All notices under this Lease agreement, other than legal service of process, shall be delivered to the persons at the addresses set forth below:

For the LANDLORD:

Address

For the TENANT:

(Title, i.e., General Services Officer, Management Officer, Executive Officer, Mission Director) at U.S. Embassy/Consulate

anlaşmanın, hükümlerinden, akit ve şartlarından feragat edilmesi ya da ihlali için sebep teşkil etmeyecektir.

E. Bu kontratın bir maddesinin geçersiz kılınması diğer maddelerinin geçersiz kılınması için zemin teşkil etmez.

MADDE ONSEKİZ: BİLDİRİMLER

A. Hukuksal işlemlerle ilgili tebligatlar dışında, bu Kira Kontratı çerçevesinde yapılacak tüm bildirimler aşağıda belirtilen adreslere yapılacaktır:

MAL SAHİBİ için:

Adres

KİRACI için :

(Ünvan, yani, ABD Büyükelçiliğinde Genel Hizmetler Dairesi Müdürü, Yürütme Görevlisi, Misyon Direktörü) /Baş Konolosluk /Konsolosluk/USAID Misyonu) Adres

B. Bu prosesin KİRACIYA hukuki bildirim, ilgili uluslararası yasalar gereğince, Dış İşleri Bakanlığı aracılığıyla yapılacaktır.

MADDE ONDOKUZ: BELLİ FEDERAL İŞLEMLERİ ETKİLEMEK İÇİN YAPILAN ÖDEMELERLE İLGİLİ TASDİKNAME VE BEYANNAME

General/Consulate/USAID Mission
Address

B. Legal service of process upon the TENANT shall be made through the Ministry of Foreign Affairs in accordance with customary international law.

ARTICLE

NINETEEN: CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

A. The LANDLORD, by signing this Lease, hereby certifies to the best of his/her/its knowledge and belief that on or after December 23, 1989:

1. No appropriated funds of the United States Government have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a member of the United States Congress, an officer or employee of the United States Congress, or an employee of a Member of the United States Congress on the LANDLORD's behalf, in connection with the award of any United States Government contract (including this Lease), the making of any United States Government loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any such

A. MAL SAHİBİ, Kira Kontratını imzalamakla kendi bilgileri dahilinde 23 Aralık 1989 tarihinde veya sonrasında şu hususların doğruluğunu tasdik eder:

1. MAL SAHİBİ adına, (bu Kira Kontratı da dahil) Amerika Birleşik Devletleri Hükümetinden, herhangi bir kontrat, kredi, ile yapılan her türlü kontrat, işbirliği anlaşması yapılması ya da bu tür anlaşmaların süresinin uzatılmasını, devamını, yenilenmesini, tadilini, ya da herhangi bir şekilde değiştirilmesini sağlamak amacıyla, Amerika Birleşik Devletleri Hükümeti ya da Amerika Birleşik Devletleri Kongresinin bir görevlisi, memuru ve bağlı kuruluşunu ya da başka bir şahsı etkilemek ya da etkilemeye teşebbüs amacıyla, hiç kimseye Amerika Birleşik Devletlerinin tahsisatı olan hiç bir meblağ ödenmemiş ve ödenmeyecektir.
2. MAL SAHİBİ adına, bu Kira Kontratıyla ilgili olarak, Amerika Birleşik Devletleri Hükümetinden tahsis edilen fonların dışında, Amerika Birleşik Devletleri Hükümeti ya da Amerika Birleşik Devletleri Kongresinin bir görevlisi, memuru ve bağlı kuruluşunu ya da başka bir şahsı etkilemek ya da

<p>contract, grant, loan, or cooperative agreement.</p> <p>2. If any funds other than United States Government appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a member of the United States Congress, an officer or employee of the United States Congress, or an employee of a Member of the United States Congress, on the LANDLORD's behalf in connection with this Lease, the LANDLORD shall complete and submit to the Contracting Officer, prior to the execution of this Lease, OMB Standard Form LLL, Disclosure of Lobbying Activities.</p> <p>3. The LANDLORD will include the language of this certification in any contract awarded by LANDLORD to fulfill LANDLORD's obligations under this Lease that exceeds U.S. \$100,000, and will require that all recipients of such contract awards shall certify and disclose accordingly.</p> <p>B. Submission of this certification and disclosure is a prerequisite for making and entering into this Lease imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure</p>	<p>etkilemeye teşebbüs amacıyla, bir kimseye Amerika Birleşik Devletleri tahsisatından ayrı (kapalı bir Federal işlem karşılığında alınan kar ve ücret de dahil olmak üzere) bir para ödenmiş ise, veya ödeyecek ise, MAL SAHİBİ bu Kira Kontratının imzalanmasından önce Lobiclik Faaliyeti Beyannamesi olan OMB Standart Formu LLL'yi doldurup, Kontratlar Ofisi Görevlisine teslim edecektir.</p> <p>3. MAL SAHİBİ, bu tasdiknamede yazılanları, MAL SAHİBİ tarafından imzalanan, mahiyeti 100.000 ABD doları aşan her kontrata MAL SAHİBİNİN yükümlülüklerini yerine getirmesi için dahil edecek ve böyle kontratlar yapan herkes aynı şekilde tasdikname yazacak ve beyanda bulunacaktır.</p> <p>B. Bu tasdiknamenin ve beyannemenin Amerika Birleşik Devletleri Yasaları, Kısım 1352 Başlık 31 nezdinde belirtilen bu Kontratın imzalanması ve yürürlüğe girmesi için ön koşuldur. Bu hüküm çerçevesinde yasaklanmış bulunan bir harcama yapan, ya da beyanname formunu doldurmamış veya değiştirmeyen şahıs, her defasında 10.000 ABD Dolarından az olmamak, 100.000 ABD dolarını aşmamak kaydıyla para cezası alacaktır.</p> <p>İMZALAR</p> <p>ŞAHİTLER ÖNÜNDE, Taraflar bu Kontratı _____, 20__</p>
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prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than U.S. \$10,000, and not more than U.S. \$100,000, for each such failure.

SIGNATURES

IN WITNESS WHEREOF, the Parties have affixed their signatures this _____ day of _____, 20__.

LANDLORD: (Typed Name)

By _____
(Typed Name)

TENANT:

United States of America

By _____

(Typed Name)

(Title, i.e., General Services Officer, Management Officer, Executive Officer, Mission Director) at U.S. Embassy/Consulate
General/Consulate/USAID Mission)

yılıının _____ ayının _____ günü
imzaladılar.

MAL SAHİBİ: (Yazılı İsim)

_____ tarafından

(Yazılı İsim)

KİRACI:

Amerika Birleşik

Devletleri _____

_____ tarafından

(Yazılı İsim)

(Ünvan, yani, ABD Büyükelçiliği/Baş
Konolosluk/Konsolosluk/USAID
Misyonu Genel Hizmetler Dairesi
Müdürü, Yönetici Müdürü, Yürütme
Görevlisi, Misyon Direktörü)

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 (OCT 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). ___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)). (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553). (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.] ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402). ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)). ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) ___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]. ___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C). ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C). ___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note). ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313). ___ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161). ___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). ___ (ii) Alternate I (Nov 2011) of 52.219-3. ___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). ___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved] ___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

____ (iii) Alternate II (Nov 2011). ____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). ____ (ii) Alternate I (Oct 1995) of 52.219-7. ____ (iii) Alternate II (Mar 2004) of 52.219-7. ____ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)). ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)). ____ (ii) Alternate I (Oct 2001) of 52.219-9. ____ (iii) Alternate II (Oct 2001) of 52.219-9. ____ (iv) Alternate III (Oct 2014) of 52.219-9. ____ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)). ____ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)). ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f). ____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)). ____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)). ____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)). ____ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755). ____ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126). ____ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999). ____ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246). ____ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212). ____ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). ____ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212). ____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). ____ (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (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.) ____ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) ____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) ____ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O. 13423 and 13514). ____ (ii) Alternate I (Jun 2014) of 52.223-13. ____ (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514). ____ (ii) Alternate I (Jun 2014) of 52.223-14. ____ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). ____ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O. 13423 and 13514). ____ (ii) Alternate I (Jun 2014) of 52.223-16. ____ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513). ____ (40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83). ____ (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. ____ (ii) Alternate I (May 2014) of 52.225-3. ____ (iii) Alternate II (May 2014) of 52.225-3. ____ (iv) Alternate III (May 2014) of 52.225-3. ____ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). ____ (43) 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). ____ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). ____ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). ____ (46) 52.226-5, Restrictions

on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). __ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). __ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). __ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332). __ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332). __ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332). __ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). __ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). __ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.] __ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67). __ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). __ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). __ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). __ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67). __ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67). __ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495). __ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). __ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause— (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509). (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities. (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17. (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246). (v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212). (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212) (viii) 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) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67). (x) 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)). (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for

Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67). (xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67). (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013). (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6. (xvi) 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)

(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 purchase order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

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:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
	Inconsistency Between English Version and Translation of Contract FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-2	Government Property Installation Operation Services - where USG providing property but contractor responsible for replacement (JUNE 2007)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

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

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

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than TL 100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of than TL 5,000

(2) Any order for a combination of items in excess of than three issues/cases; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within than **seven (7)** days after issuance, with written notice stating the Contractor's intent not to fulfill the requirements of the order and the reasons. Upon receiving this notice, the Government may acquire the services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

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

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

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:**CONTRACTOR IDENTIFICATION (JULY 2008)**

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

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

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;

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- 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)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

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

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

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

(End of clause)

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

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

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

(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 the S/GSO, Stan Parmentier.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (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. List of clients the bidder is servicing, demonstrating prior experience in all aspects of “General Laws and sales of Properties” within Ankara to include relevant past performance (number of cases won) and references with telephone numbers for the past 3 years.
 - A.3. Evidence of “Bar” membership,
 - A.4 Evidence of Legal expertise in Title Deed Review,
 - A.5 Evidence of international law knowledge for at least one other attorney that will be appointed to assist the government.
 - A.4. Resumé of the attorney that will serve as principal point of contact to the Embassy. The U.S. Government will only deal with one attorney. The principal POC must be fluent in written and oral English.

**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:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

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:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

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, Management Counselor, at 312 457-7091. 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.

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 offerors. 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.

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS
(NOV 2014)**

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

(a) Definitions. As used in this provision—

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

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

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

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

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

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern—

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

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

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

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

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

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

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

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

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

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

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

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

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

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

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

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

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

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of

each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end

products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary] (5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

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

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

Other End Products:

Line Item No. Country of Origin

_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.] [] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

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

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

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers. [] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

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

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

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

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

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

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

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause. (l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) Common parent.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially

Designated Nationals and Blocked Persons List at
<http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if— (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

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

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

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

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

Is the immediate owner owned or controlled by another entity: o Yes or o No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

(End of provision)