

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	RATING
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 02/18/2022	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY AMERICAN CONSULATE GENERAL FRANKFURT GIESSENER STRASSE 30 ATTN: RPSO FRANKFURT, 60435	CODE FRANK NAME David D. Machen TEL. EMAIL machendd@state.gov	7. ADMINISTERED BY (If other than Item 6) RPSO Frankfurt OPE/AQM/IP/RPSO Frankfurt Office of Acquisition (AQM) Frankfurt	CODE	OPEAQNM
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)			(X) 9A. AMENDMENT OF SOLICITATION NO. 19GE5022R0016	
			X 9B. DATED (SEE ITEM 11) 01/24/2022	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
CONTACT:	DUNS:	10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers	<input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended,
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to:

- A. Make changes to the RFP as outlined in the Summary of Changes at A.1, and
- B. Extend the Proposal Due Date to Tuesday, March 8, 2022 at 15:00 CET.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Eric N. Moore	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By <i>Eric N. Moore</i> (Signature of Contracting Officer)
		16C. DATE SIGNED	02/18/2022

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Section A - Solicitation/Contract Form

A.1 - Description of Amendment/Modification

Changed the performance dates on all CLINS to begin on April 1st,

Changed the text of CLIN 0001, 0002, 1001, 1002, 2001, and 2002 to reflect that overtime applies to hours worked in excess of 8 hours per day or 48 hours per week,

Corrected para. 1.5.2 to refer to the possession of a **Saudi Arabian** VAT registration number,

Removed the reference to "Euros" in para. 1.6,

Added para. 2.5.2 to state that mobile phones will be issued as Government Issued Equipment, as necessary,

Modified para. 2.9.4 and 2.95 to remove the sentence about Government vetting of language specialists,

Removed "mobile telephones use fees and charges" from 52.212-4 Alt I (i)(ii)(D)(1) Other Direct Costs,

Removed provision 52.229-11 and clause 52.229-12 regarding Tax on Certain Foreign Procurements,

Removed in Instructions to Offerors the requirement to submit an IRS W-14 with the Price Offer,

Added para. d), e), and f) in the Technical Proposal's Management Plan;

Removed para. b) from the Technical Propoasl's Past Performance Information;

Line Item Summary		Solicitation Number:	Contract Number:	Title: Riyadh - ICITAP Interpreter Support			Date of Solicitation:
Line Item No.	Description			Quantity	Unit	Unit Price	Total Cost
001	CLINS 0001 THRU 0005 BASE YEAR			1.00 0.00 1.00	EA		
	Type of Contract Pricing:						
	Doc Ref No:						
	Delivery Date	(Start to End) Date	FOB:				
		04/01/2022 to 03/31/2023					
002	CLINS 1001 THRU 1005 FIRST OPTION YEAR			1.00 0.00 1.00	EA		
	Type of Contract Pricing:						
	Doc Ref No:						
	Delivery Date	(Start to End) Date	FOB:				
		04/01/2023 to 03/31/2024					
003	CLINS 2001 THRU 2005 SECOND OPTION YEAR			1.00 0.00 1.00	EA		
	Type of Contract Pricing:						
	Doc Ref No:						
	Delivery Date	(Start to End) Date	FOB:				
		04/01/2024 to 03/31/2025					

1. - SERVICES AND PRICES

1.1 SERVICES

The contractor shall perform legal services, as described in the Section 2 (Performance Work Statement) of this contract.

The price listed below shall include all labor, insurance, overhead, and profit. The U.S. Government (hereafter referred to as the Government or USG) will pay the Contractor a fixed, hourly rate for services satisfactorily performed under this contract.

1.2. TYPE OF CONTRACT

This is a labor-hour, requirements type contract payable entirely in the currency indicated by the Contractor in Sub-Section 1.4.

1.3 PERIOD OF PERFORMANCE

The performance period of this contract is from the date of contract award and continues for 12 months, with two (2) one-year option periods.

1.4 CONTRACT PRICE

The hourly rates expressed in this contract are fixed and shall not be adjusted on account of any escalation in the cost of materials, equipment or labor. The rates provided shall be fully burdened hourly rates that shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit.

1.4.1 Cost Reimbursable Line Items

The contract line items for OTHER DIRECT COSTS (0002, 1002, 2002, 3002, and 4002) are cost reimbursable line items. Offerors shall include the amount listed for these line items in the tables found in paragraph 1.4.2.1 thru 1.4.2.5 in their price proposal. These amounts can be later adjusted through mutual consent of both parties based on the actual contract performance requirements. The contractor shall not exceed each line items ceiling amount, but at its own risk.

1.4.2 Total Contract Price

The Contractor shall provide the services for the base period of the contract at the pricing shown in the price table at 1.4.1 and any option years exercised by the Government.

The pricing of each Contract Line Item of the schedule constitute a ceiling amount. The contractor shall not exceed this ceiling, except at the contractor's own risk.

1.4.2.1 Base Year Period

Line Item:	unit	Unit Price	maximum estimated quantity	Total
CLIN 0001 Language and Administrative Services, Normal Hours in accordance with the terms in the Performance Work Statement, work performed up to 8 (eight) hours per day, and up to 48 (forty-eight) hours per week. This is a fixed hourly rate that shall include any and all wages, overhead, general, and administrative expenses, and profit. The price of this line item is a ceiling price that the contractor shall not exceed, but at its own risk.	Hour		19,360	

CLIN 0002 Language and Administrative Services, Other Than Normal Duty Hours in accordance with the terms in the Performance Work Statement, work performed in excess of 8 (eight) hours per day, or in excess of 48 (forty-eight) hours per calendar week.. This is a fixed hourly rate that shall include any and all wages, overhead, general, and administrative expenses, and profit. The price of this line item is a ceiling price that the contractor shall not exceed, but at its own risk.	Hour		2,000	
CLIN 0003 Other Direct Costs Other direct costs as required to support service provided under CLIN 0001, and as allowable in accordance with clause 52.212-4 Alt I (i)(ii)(D) (1); The price of this line item is a ceiling price that the contractor shall not exceed, but at its own risk.	Lump Sum	\$200,000	1	\$200,000
CLIN 0004 DBA Insurance	Lump Sum		1	
CLIN 0005 Value Added Tax (15% VAT) (as applicable)	Lump Sum		1	
TOTAL BASE YEAR PERIOD				

1.4.2.2 First Option Year Period

Line Item:	unit	Unit Price	maximum estimated quantity	Total
CLIN 1001 Language and Administrative Services, Normal Hours in accordance with the terms in the Performance Work Statement, work performed up to 8 (eight) hours per day, and up to	Hour		19,360	

48 (forty-eight) hours per week.				
This is a fixed hourly rate that shall include any and all wages, overhead, general, and administrative expenses, and profit. The price of this line item is a ceiling price that the contractor shall not exceed, but at its own risk.				
CLIN 1002 Language and Administrative Services, Other Than Normal Duty Hours in accordance with the terms in the Performance Work Statement, work performed in excess of 8 (eight) hours per day, or in excess of 48 (forty-eight) hours per calendar week.	Hour		2,000	
This is a fixed hourly rate that shall include any and all wages, overhead, general, and administrative expenses, and profit. The price of this line item is a ceiling price that the contractor shall not exceed, but at its own risk.				
CLIN 1003 Other Direct Costs Other direct costs as required to support services under CLIN 1001, and as allowable in accordance with clause 52.212-4 Alt I (i)(ii)(D) (1); The price of this line item is a ceiling price that the contractor shall not exceed, but at its own risk.	Lump Sum	\$200,000	1	\$200,000
CLIN 1004 DBA Insurance	Lump Sum		1	
CLIN 1005 Value Added Tax (15% VAT) (as applicable)	Lump Sum		1	
TOTAL FIRST OPTION YEAR PERIOD				

1.4.2.3 Second Option Year Period

Line Item:	unit	Unit Price	maximum estimated quantity	Total
CLIN 2001 Language and Administrative Services, Normal Hours in accordance with the terms in the Performance Work Statement, work performed up to 8 (eight) hours per day, and up to 48 (forty-eight) hours per week. This is a fixed hourly rate that shall include any and all wages, overhead, general, and administrative expenses, and profit. The price of this line item is a ceiling price that the contractor shall not exceed, but at its own risk.	Hour		19,360	
CLIN 2002 Language and Administrative Services, Other Than Normal Duty Hours in accordance with the terms in the Performance Work Statement, work performed in excess of 8 (eight) hours per day, or in excess of 48 (forty-eight) hours per calendar week. This is a fixed hourly rate that shall include any and all wages, overhead, general, and administrative expenses, and profit. The price of this line item is a ceiling price that the contractor shall not exceed, but at its own risk.	Hour		2,000	
CLIN 2003 Other Direct Costs Other direct costs as required to support services under CLIN 2001, and as allowable in accordance with clause 52.212-4 Alt I (i)(ii)(D) (1); The price of this line item is a ceiling price that the contractor shall not exceed, but at its own risk.	Lump Sum	\$200,000	1	\$200,000

CLIN 2004 DBA Insurance	Lump Sum		1	
CLIN 2005 Value Added Tax (15% VAT) (as applicable)	Lump Sum		1	
TOTAL SECOND OPTION YEAR PERIOD				

GRAND TOTAL:

BASE YEAR TOTAL	
FIRST OPTION YEAR TOTAL	
SECOND OPTION YEAR TOTAL	
GRAND TOTAL (BASE + OPTION YEARS)	

CURRENCY: The prices are stated in _____ (please insert the currency of the offer).

The offeror shall clearly identify and state the currency for all costs in their price proposal. After award, the Contractor shall invoice in and payment will be made according to the currency identified in the offeror's proposal, unless otherwise specified by the Contracting Officer.

1.5 - VALUE ADDED TAX

1.5.1 Contractors shall be responsible, wherever applicable, to pay the appropriate rate of Goods and Services, as required for all taxable goods and services. Offerors shall identify Value Added Tax (VAT) as a separate line item in Section B.

1.5.2 Local Saudi Arabian Contractors (Operating from a business address within the country):

The Contractor will be reimbursed for VAT only to the extent that the contractor provides documentary proof that VAT has been paid to the host government against a valid Saudi Arabian VAT registration number.

1.5.3 International non-Saudi Arabian Contractors:

The Contractor will be reimbursed for VAT only to the extent contractor provides documentary proof that VAT payments have been made to either the host government and/or suppliers/subcontractors.

1.5.4 Any refund of VAT to the Contractor shall be paid to the Government to the extent the Government reimbursed the contractor for the VAT payment.

1.5.5 Value Added Tax shall also be reflected as a separate cost item on all invoices submitted under the resulting contract.

1.5.6 Value Added Tax is a Price Evaluation Factor. See also provision 52.212-2 Basis for Award.

1.6 - CONTRACT MINIMUM AND CEILING

During the entire period of the contract, the Government shall order, as a minimum, services in an amount of at least \$50,000. The Government makes no guarantee as to the number of orders or actual amount of services that will be requested above this guaranteed minimum.

The maximum dollar value all task orders is (*to be determined at time of award*).

Section C - Descriptions/Specifications/Statement of Work

2. - PERFORMANCE WORK STATEMENT

2.1. GENERAL

The Contractor shall provide up to 11 personnel on a full-time basis during the period of performance capable of serving as interpreters, translators, and administrative assistants, and who can provide advice and recommendations relative to Saudi customs, protocols, and cultural matters. The required tasks include the following:

2.1.1 Translate written documents or other materials from Arabic to English. Such documents or materials will generally be less than 10 pages. Larger documents and course materials will normally be submitted for formal translation using other OPM-MOI resources or contracts, however, time permitting, occasional translation of longer documents may be necessary.

2.1.2 Interpret spoken English or Arabic into the other language in a variety of settings which may include, but are not limited to, meetings between two or more OPM-MOI team members and other American or Saudi interlocutors.

2.1.3 Perform basic administrative and clerical tasks, including but not limited to answering and directing phone calls, filing, record keeping, note taking, scheduling meetings, preparing written communication in both English and Arabic, manage office supplies, arrange travel, assist with preparation of reports, manage classroom logistics, and other related tasks as may be required.

2.1.4 Take written notes, in English, at meetings and events as may be required.

2.1.5 Prepare a written summary of conversations following meetings or events, as may be required.

2.1.6 OPM-MOI expects these personnel to be full-time positions, consistently staffed by the same individuals, and dedicated entirely to the OPM-MOI SFSP program. OPM-MOI will submit a task order indicating the initial and additional optional periods of performance for each of the positions is to be staffed. The maximum requirement under this agreement is 11 positions.

2.2. SECURITY CLEARANCES

The Saudi Ministry of Interior (MOI) and/or the State Security Presidency may require security clearances and the U.S. Embassy may require background investigation of Contractor staff to gain access to Saudi Government or Embassy facilities for each task under this contract. In cases of such requirements, the Contractor shall complete the necessary actions to obtain such clearances or access before its interpreters will be permitted such access.

2.3 PLACE OF PERFORMANCE/LOCATIONS

2.3.1. The primary location for performance of duties will be at one or more Saudi Government facilities, initially at OPM-MOI's Building 81 inside the Diplomatic Quarter in Riyadh. Remote/teleworking shall not be authorized on this contract. Travel to alternate locations inside the Kingdom is likely when OPM-MOI staff must meet with Saudi interlocutors or prepare for or execute delivery of training courses. In such cases, travel will be in accordance with the Federal Travel Regulations of the United States.

2.3.3. Transportation. The Contractor is responsible for transportation to and from all locations and events in the Riyadh area (defined to be within 50 miles (80 km) of the center of Riyadh), unless the Contracting Officer's Representative (COR) specifies otherwise in writing. If assignments are at locations more than 50 miles (80 km) outside of Riyadh, the Government may at its option provide transportation or request the Contractor to provide transportation in accordance with paragraph C.19. Reimbursable travel shall only be allowed for travel originating from the contract's place of performance (Riyadh) to the temporary duty location outside of Riyadh. Lodging and meal expenses shall not exceed the per diem rate specified at US Department of State Foreign Per Diem Rates table found at https://aoprls.state.gov/web920/per_diem.asp. Travel expenses shall be payable under CLIN 0002, 1002, and 2002, at a cost reimbursement basis, but shall not exceed the amount specified on each respective task order.

2.4 ADMINISTRATIVE RECORDS

The Contractor shall maintain administrative files, which shall include, at a minimum, time and attendance records for all employees furnished under the contract. The COR is authorized to examine the Contractor's administrative files. The Contractor shall maintain and the COR may review daily time and attendance records.

2.5 GOVERNMENT-FURNISHED EQUIPMENT, BADGE, KEYS, AND FACILITIES

2.5.1 For Contractor staff who regularly perform duties under this contract in Government facilities in KSA and who have MOI and/or SSP clearance, OPM-MOI may provide a badge, with COR approval and at the Government's discretion, that will allow access to OPM-MOI's Building 81 in the Diplomatic Quarter.

2.5.2 The Government shall provide mobile telephones, as the Government deems necessary, to some, or all, of the language specialists.

2.6 TASK ORDERS

The Contracting Officer will issue task orders to the Contractor to perform any work under this contract.

2.7 TRANSLATED DOCUMENTS:

Translated documents may not be published on any website. All source and translated documents are the property of the Government and shall not be distributed or used for any purpose except for that which is expressly authorized by the OPM-MOI.

2.8 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Failure to comply with the performance thresholds indicated below will be grounds for terminating this contract. The Contracting Officer may, at his or her option, require the Contractor to take corrective action prior to determining that the contract will be terminated.

Performance Objective	PWS Paragraph	Performance Threshold
Translation of documents from English to Gulf Arabic	2.1.1	Error-free and containing no typos in the written target language
Interpretation Support	2.1.2	<ul style="list-style-type: none"> - Qualified and cleared interpreters shall report for duty on the date and times, at the locations, - No greater than 5% error rate per month
Administrative Support	2.1.3	No more than 2 complaints per month

2.8.1 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.

2.8.2 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

2.8.3. Procedures

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

The COR will complete appropriate documentation to record the complaint.

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.

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.

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

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

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

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.

2.9 CONTRACTOR AND KEY PERSONNEL / QUALIFICATIONS AND CAPABILITIES

2.9.1 CONTRACTOR QUALIFICATIONS

The contractor shall have sufficient human resources (availability of interpreters and translators) and organizational capabilities to be able to ensure adequate and smooth fulfilment of the volume of the services as required by this contract.

2.9.2 KEY PERSONNEL / QUALIFICATIONS AND CAPABILITIES

Key personnel under this contract are:

Contractor's Project Manager – the contractor shall provide a project manager who shall be responsible for the administration, supervision, and coordination of the contractor's Government operations. The Project Manager shall have extensive experience in the management of translating and interpreting services. He/she is to be considered the Contractor's POC for the Government. This person may be one of the language specialists performing language and administrative support under this contract, but if not, the direct and indirect costs for this position shall be borne on the fixed hourly rate.

Language Specialists – for the performance of the services under this contract, the contractor shall assign the number of language specialists it considers necessary to meet the Government's requirement, as specified on individual task orders.

2.9.3 EDUCATION / QUALIFICATIONS. Language specialist working under this contract shall have the following qualifications:

2.9.3.1 Saudi Citizenship,

2.9.3.2 Fluent in both written and spoken United States style of English. Language Proficiency: (Advanced or Level IV equivalent)

Level IV+ English: Professional translation ability in English and Arabic,

Level IV+ Arabic: Professional translation ability in English and Arabic,

The Interagency Language Roundtable (ILR) skill level descriptions shall be used to define the language skills of individual translators and interpreters. (<http://govtilr.org>)

2.9.3.3 Translation Bachelor's Degree or two years of college with no less than four years of relevant experience. If no college, then six years' experience required,

2.9.3.4 The applicant must have two to six years of progressively responsible experience in translation, interpretation and/or language training in English and Arabic,

2.9.3.5 Ability to satisfactorily pass a translation and interpretation skills test,

2.9.3.6 Successfully pass an interview with a panel of potential team members and other evaluators,

2.9.3.7 Proficiency using Microsoft Word and Excel

2.9.3.8 Ability to generate written reports with minimal grammatical errors,

2.9.3.9 Must be able to travel occasionally out of the Riyadh area for periods of up to one month at a time,

2.9.3.10 Able to occasionally work a flexible work schedule

2.9.3.11 Possess good interpersonal skills and the ability to read non-verbal communications,

- 2.9.3.12 Must be emotionally mature and able to adapt to a quickly changing environment and work requirements,
- 2.9.3.13 Able to work as an active team member in close cooperation and collaboration with an American advisor and the personnel of the Special Forces for Security and Protection (SFSP),
- 2.9.3.14 Must be self-motivated with the ability to proactively identify potential issues and offer solutions, and
- 2.9.3.15 Experience with simultaneous translations is desirable.

2.9.4 Prospective language specialists may be interviewed by the Government, as the Government deems necessary.

2.9.5 The Contractor shall notify the Government, to the best of the Contractor's ability, no less than 14 days prior to changing language specialists.

2.9.6 The Government shall permit the contractor to grant personal leave to its assigned language specialists, but the Government will pay only for actual hours worked. The Contractor shall not allow more than 25% of the language specialist to be on leave simultaneously.

2.10 STANDARDS OF CONDUCT

2.10.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

2.10.2 Uniforms. The Contractor's employees shall wear clean and neat attire. Either Saudi national or Western office attire shall be acceptable.

2.10.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

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

2.10.5 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records,
- Unauthorized use of Government property, theft, vandalism, or immoral conduct,
- Unethical or improper use of official authority or credentials,
- Security violations, or,
- Organizing or participating in gambling in any form.

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

2.11 PERSONNEL HEALTH REQUIREMENTS

2.11.1 All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

2.11.2 All employees working under this contract shall be in full compliance with US Embassy Riyadh and any local KSA COVID-19 regulations, to include, but not limited to, COVID-19 testing and immunization requirements.

2.12 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

2.12.1 Bonds. The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

2.12.2 Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, and premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.

2.12.3 Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

2.12.4 Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability

(1) Bodily Injury, On or Off the Site, in US Dollars Per Occurrence 500,000 USD Cumulative 500,000 USD (2) Property Damage, On or Off the Site, in US Dollars Per Occurrence 500,000 USD Cumulative 500,000 USD

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

For those Contractor employees assigned to this contract who are either United States citizens or hired in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

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

Any property of the Contractor, Its officers, Agents, Servants, Employees, or Any other person, arising from, and incidental to, the Contractor's performance of this contract.

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

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

2.12.5 Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

2.12.6 Workers' Compensation and Employer's Liability. See paragraph C.20 DEFENSE BASE ACT (DBA) INSURANCE

2.12.7 Employer's Liability. As required by host country law

2.13 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before it is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

2.14 DEFINITIONS

"Calendar Day" means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"Client" means all United States mission personnel for whom the required services are to be rendered.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section G of this contract.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Normal Duty Hours" means an 8-hour period between the hours of 07:00 and 18:00 (local time) during the work week of Sunday through Thursday (excluding holidays as defined at 652.237-72, Observance of Legal Holidays and Administrative Leave).

"Services" means the services performed, workmanship, and material furnished or utilized in the performance of the services.

2.15 REIMBURSABLE TRAVEL

2.15.1 Allowable costs for a contractor's travel and transportation allowances are governed by the Federal Acquisition Regulation ("FAR") travel cost principle at FAR 31.205-46.

2.15.2 The Contractor shall obtain the express approval of the Contracting Officer's Representative (COR) prior to incurring any travel related costs.

2.15.3 The Contractor shall be reimbursed for its reasonable actual travel expenses, excluding profit or fee, in accordance with its usual accounting practices consistent with FAR Subpart 31. All travel shall be directly related to and required for performance under this contract.

2.15.4 The Contractor shall include a breakdown of all authorized travel expenses as an attachment to each invoice. In no event shall travel expenses be burdened with profit or fee. The COR may require submission of additional supporting documentation (such as ticket stubs or receipts) before authorizing payment for invoiced travel costs.

2.15.5 Regular commuting expenses of Contractor personnel shall not be reimbursable.

2.15.6 Notwithstanding business class travel authorizations permitted by the Federal Travel Regulations, the Government will only reimburse the Contractor for economy (coach) class airfare for all travel conducted under this contract. Any airfare costs beyond economy class will be at the Contractor's own expense, and shall not be directly reimbursable under this contract.

2.15.7 The Contractor shall be responsible for timely and complete submittal of the necessary information and forms directly to the appropriate entity for all required passports, visas, licenses, and permits.

2. 16 DEFENSE BASE ACT (DBA) INSURANCE

DBA insurance is required for all United States citizens or residents and individuals hired in the United States, regardless of citizenship for any construction and services for U. S. overseas contracts over US\$3,500.00. DBA insurance is also required for all Host Country Nationals (HCNs) and Third Country Nationals (TCNs) working overseas unless waived by the Department of Labor (DOL). Only the countries listed currently on the DOL's Active DBA Waivers are not required to have DBA insurance for Host Country Nationals (HCNs) and Third Country Nationals (TCNs). See website for country waivers: <https://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm>. The waiver is only valid if alternative worker's compensation benefits are provided to the waived employees pursuant to applicable local law. If there are no local worker's compensation laws, the waiver has no effect and HCN and TCN (if applicable by local law) working under a U. S. contract shall be included and covered under the DBA.

The DBA insurance shall be obtained from any authorized DBA insurance broker, see FAR52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR1984). New DBA insurances policies can be purchased directly from any DOL approved insurance carrier. A list of DOL approved carriers may be found at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

The Contractor will be reimbursed for DBA only to the extent the contractor provides documentary proof that DBA has been paid and only to the extent quoted in the Pricing Schedule.

DBA insurance cost will be evaluated as part of the total evaluated fixed price and included in the fixed price of the contract. Where DBA is applicable, the Contractor will be required to provide evidence of insurance (certification of coverage and a paid invoice) within 15 calendar days from the date of award.

Due to the fact that Saudi Arabia is not on the DOL's active waiver list, DBA insurance is required for all personnel performing under this contract.

2.17 - RECRUITMENT OF THIRD COUNTRY NATIONALS

2.17.1 For contracts exceeding the \$250,000 which require the recruitment of Third Country Nationals (TCNs), the Contractor shall submit and adhere to a Recruitment Plan. Contractors providing employer furnished housing shall submit and adhere to a Housing Plan.

2.17.2 Recruitment Plan

1. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the Contractor intends to recruit them.
2. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.
3. State in the plan that the recruited employee will not be charged recruitment or any similar fees, as defined in FAR 22.1702 and FAR 222-50. The Contractor or employer pays the recruitment fees for the worker, if recruited by the Contractor or subcontractor, to work specifically on Department of State contracts.
4. Recruitment fees included by the prime contractor in the contract price must be allowable by country law, allocable to the contract based on benefit to the program, and reasonable based on what a prudent businessperson would pay for similar expenses and charges. The reasonableness of recruitment fees should be assessed based on the reasonableness of the individual components.
5. State in the plan that the Contractor's recruitment practices comply with recruiting nation and host country labor laws.
6. State in the plan that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
7. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance and provide updates for approval.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for- (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees; (ii) Advertising; (iii) Obtaining permanent or temporary labor certification, including any associated fees; (iv) Processing applications and petitions; (v) Acquiring visas, including any associated fees; (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees; (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications; (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees; (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees; (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds; (xi) Transportation and subsistence costs- (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and (B) From the airport or disembarkation point to the worksite; (xii) Security deposits, bonds, and insurance; and (xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is (i) Paid in property or money; (ii) Deducted from wages; (iii) Paid back in wage or benefit concessions; (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to- (A) Agents; (B) Labor brokers; (C) Recruiters; (D) Staffing firms (including private employment and placement firms); (E) Subsidiaries/affiliates of the employer; (F) Any agent or employee of such entities; and (G) Subcontractors at all tiers.

2.17.3 Housing Plan

The Contractor will submit a Housing Plan if the Contractor intends to provide employer furnished housing for TCNs. The Housing Plan must describe the location and description of the proposed housing. Contractors must state in their plan that housing meets host country housing and safety standards and local codes. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

2.17.4 Preventing Trafficking in Persons.

The Department of State Contractor and Subcontractors shall prevent human trafficking and treat employees with respect and dignity by taking the following actions:

1. Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents or passports. Contractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation.
2. Contractor shall provide employees with signed copies of their employment contracts, in English and in the employee's native language, that define the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. These contracts must be provided prior to employee departure from their countries of origin. Contractors shall provide workers with written information on relevant host country labor laws. Fraudulent recruiting practices, including deliberately misleading information, shall be considered a material breach of this contract.
3. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <https://www.responsibleourcingtool.org> and from the Contracting Officer.
4. The Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons, including the requirements against commercial sex, even in countries where it is legal, and shall provide a copy of the briefing to the Contracting Officer Representative (COR).
5. Contractor shall display posters in worker housing advising employees, in English and the dominant language of the Third Country Nationals being housed, of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG), Hotline at 202-647-3320 or 1-800-409-9926, via the web <https://www.stateoig.gov/> hotline, or via email at WPEAombuds@STATEOIG.GOV.
6. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers who have traveled from other countries for contract performance, except for an employee legally permitted to remain in the country of work and who chooses to do so; including an employee who is a victim of trafficking seeking victim services or legal redress in the country of employment or a witness in a trafficking-related enforcement action.
7. Contractor shall monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to Contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.
8. The Contractor agrees to include this clause in all subcontracts over \$250,000 involving recruitment of third country nationals for subcontractor performance.

2.17.5 Certification

As required by clause 52.222-50, contracts for other than commercially available off the shelf items or for services to be performance outside of the US, whose value is at \$550,000 or more, the Contractor shall certify with the submission of their proposal, and annually thereafter, that the Contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent trafficking activities and to comply with the provisions of this clause. The certification will confirm that, to the best of its knowledge and belief, neither the prime, nor its agents or subcontractor, have engaged in any trafficking related activities, including the procurement of a commercial sex act during the period of the contract, the use of forced labor in the performance of the contract, acts that support or facilitate trafficking in persons such as destroying or confiscating employees' documents or failing to provide return transportation, soliciting employees by use of fraud or charging recruitment fees or providing sub-standard housing described in

section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause. The certification will also confirm that if any violations have been found, the contractor has taken the appropriate remedial and referral actions.

Contractors and subcontractors can find a model compliance plan, a sample code of conduct, a supplier/subcontractor self-assessment questionnaire, and criteria to select and monitor labor recruiters on the Responsible Sourcing Tool website (www.responsiblesourcingtool.org). The Responsible Sourcing Tool is designed to assist Federal contractors in identifying human trafficking or trafficking-related activities in their supply chains and developing effective management systems to prevent and mitigate these activities. The tool enables Federal contractors and other entities to visualize human trafficking risks by location, industry sector, and commodity.

Contracting Officer Representatives (CORs) shall evaluate Housing Plan compliance with random, at least semi-annual inspections. Inspections shall be coordinated with Regional Security Officers to ensure the safety of inspection personnel. Inspections should include a common sense evaluation of living conditions taking into account local standards, contract requirements, and the Contractor's Housing Plan.

CORs may consider local government inspection and certification of housing if available, but final evaluation and determination of acceptability rests with the COR.

Section D - Packaging and Marking

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

(a) The U.S. Embassy Riyadh observes the following days as holidays (2022):

January 01	Wednesday	New Year's Day
January 16	Sunday	Birthday of Martin Luther King, Jr.
February 20	Sunday	President's Day
May 1-5	Sun-Thr	Ramadan/Eid Al Fitr
May 29	Sunday	Memorial Day
June 19	Sunday	Juneteenth Day
July 04	Monday	Independence Day
July 10-13	Sun-Wed	Hajj/Eid Al Adha
September 04	Sunday	Labor Day
September 22	Thursday	Saudi National Holiday
October 09	Sunday	Columbus Day
November 10	Thursday	Veterans Day
November 24	Thursday	Thanksgiving Day
December 25	Sunday	Christmas

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

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

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

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

- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

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

(End of clause)

Section I - Contract Clauses

Clause 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) was deleted.

52.212-4 Alt I - Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2021) - Alternate I (Nov 2021)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. Not Specified.

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: none; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign

patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: travel expenses

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: -\$0-

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material cost; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t)[Reserved].

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Jan 2022)

(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 products and commercial services:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 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 products and commercial services:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved].

 (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

 (10) [Reserved].

 (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).

XX (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

____ (ii) Alternate I (Mar 2020) of 52.219-6.

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

____ (ii) Alternate I (Mar 2020) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).

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

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

____ (iv) Alternate III (Jun 2020) of 52.219-9.

____ (v) Alternate IV (Sep 2021) of 52.219-9.

____ (18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

____ (ii) Alternate I (Mar 2020) of 52.219-13.

____ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 657s).

____ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).

____ (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (Mar 2020) of 52.219-28.

____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).

____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

____ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 657s).

____ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2022) (E.O. 13126).

____ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

____ (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

____ (ii) Alternate I (Feb 1999) of 52.222-26.

____ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

- (ii) Alternate I (July 2014) of 52.222-35.
- (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (ii) Alternate I (July 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (36) 52.222-54, Employment Eligibility Verification (Nov 2021). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
 - (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
 - (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
 - (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Oct 2015) of 52.223-13.
 - (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Jun 2014) of 52.223-14.
 - (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
 - (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Jun 2014) of 52.223-16.
 - (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
 - (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
 - (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
 - (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (ii) Alternate I (Jan 2017) of 52.224-3.
 - (48) 52.225-1, Buy American--Supplies (Nov 2021) (41 U.S.C. chapter 83).
 - (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2021) (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 (Jan 2021) of 52.225-3.

____ (iii) Alternate II (Jan 2021) of 52.225-3.

____ (iv) Alternate III (Jan 2021) of 52.225-3.

X (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

____ (iii) Alternate II (Nov 2021) 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 products and commercial services:

[Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (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) (Aug 2018) (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) 52.222-55, Minimum Wages Under Executive Order 13658 (Jan 2022).

____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract 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 products or commercial services. 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 (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiv) 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).

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

(xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 - Ordering (Aug 2020)

(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 April 1, 2022 through March 31, 2025.

(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) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

Clause 52.229-12 Tax on Certain Foreign Procurements (Feb 2021) was deleted.

Section K - Representations, Certifications, and Other Statements of Offerors or Respondents

Clause 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS - NOTICE AND REPRESENTATION (JUN 2020) was deleted.

Clause K.1 CONTRACTOR RECRUITMENT OF THIRD COUNTRY NATIONALS (TCNs) REPRESENTATION was added or modified.

K.1 - CONTRACTOR RECRUITMENT OF THIRD COUNTRY NATIONALS (TCNs) REPRESENTATION

A Third Country National (TCN) is a citizen (national) of a country other than Saudi Arabia and the United States of America.

The offeror [] does / [] does not intend to employ TCNs to perform on a contract as a result of this solicitation.

If offeror intends to employ TCNs, the offeror certifies that:

- (i) [] The Contractor will provide accommodations for the TCNs.
- (ii) [] The Contractor will not provide accommodations for the TCNs.

Section L - Instructions, Conditions, and Notices to Offerors and Respondents

52.212-1 Addendum - Instructions to Offerors

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

SUBMISSION OF OFFERS:

- a) Each offer must consist of the following physically separate volumes:

Volume 1: Price Proposal

One (1) Electronic version sent via email

Volume 2: Technical Proposal

One (1) Electronic version sent via email

The information shall be in a format readable by Microsoft (MS) Word 2016, MS Excel 2016 or Adobe PDF as applicable.

- b) The complete offer shall be submitted via email to the email addresses provided below. The email shall be marked "PROPOSAL 19GE5022R0016" and must arrive on or before **March 8, 2022, 15.00** hrs. C.E.T.

machendd@state.gov
andrewsgs@state.gov

NOTE: No proposals will be accepted after the time specified above.

All proposals must be sent by email. Delivery via a cloud file storage service (e.g., Google Drive, etc.) is not allowed. The file size limit for individual emails is 50 Mb. In the event that the proposal is sent in multiple emails, the email shall be labeled accordingly (e.g., file 1 of 2).

Any questions concerning any aspect of the Request for Proposal and the statement of work pertaining to this project may be directed to:

Mr. David Machen
Email: machendd@state.gov

SUBMISSION OF QUESTIONS

Any questions pertaining to this solicitation must be submitted via email to machendd@state.gov no later than **17:00 CEST on Monday, February 7, 2022.**

OFFER DUE DATE

Offers shall be submitted via email as soon as possible but not later than **1500 hrs. Central European Time (CET) on Tuesday, March 8, 2022.** Late offers will not be considered.

PRE-PROPOSAL CONFERENCE

(a) A Pre-Proposal Conference will be held virtually on Monday, January 31 at 15:00 CET. All offerors that are interested in participating shall send and email by 12:00 CET Monday, January 31 to machendd@state.gov stating the intention to participate. The web link and instructions on how to participate will be then be sent to the offeror.

Detailed instructions:

Proposals that are missing a significant amount of the required information may be eliminated from consideration at the Government's discretion.

Volume 1: Price Proposal

The Price Proposal shall be set forth current, accurate, and complete information as required by this solicitation. The Price Proposal shall be prepared as follows:

1. A completed solicitation, which includes the SF-1449 cover page blocks 12, 17, and 30 as appropriate, plus any SF30's (Amendments), if any, filled-in; Failure to submit a complete proposal by the closing time and date designated in block 8 of the SF1449 may result in the proposal being deemed "late" and not considered for award. The offeror shall acknowledge all amendments by **signing** and returning the SF-30. Acknowledgement can only be executed by an authorized company official responsible for the offer.
2. **Section 1, Pricing.**
 1. The offeror must insert proposed pricing into the Schedule of Services (Tables 1.4.2.1 thru 1.4.2.5),
 2. Complete the Pricing Summary Grand Total,
 3. State the currency of the offer,
3. **Section 5, Representation and Certifications:** The offeror is required to complete all Representations, Certifications, and other Statements of Offerors or Respondents and other certifications required in Section 5.
4. **SAM Registration:** The offeror is required to be registered in the System for Award Management (SAM) database, in accordance with FAR 52.204-13.
5. **[REMOVED]**

Volume 2: Technical Proposal

PART I – TECHNICAL CAPABILITY PROPOSAL

1. Management Plan - Provide a Management Plan that describes how your company will obtain and manage personnel and resources to successfully perform the work detailed in the PWS. Your plan shall include as a minimum, but is not limited to:

- a) The Government considers the Project Manager and the language specialists that will be assigned to this project to be key personnel under any contract resulting from this solicitation. The offeror shall provide a detailed resume/CV and the experience of these individuals.
- b) Provide a chronological listing of the past experience in providing language services similar to that described in the Performance Work Statement, performed over the last six (6) years. For each past experience listing, provide a summary of the services provided.
- c) In accordance with DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999), Contractor shall be required to have obtained necessary authorization to do business and operate in the country of performance.

If the offeror has obtained such authorization, provide a copy of the permit, or registration, documentation.

If offeror has not obtained such authorization, provide, the offeror shall provide:

- 1) A thorough description as to what steps you have taken to investigate all requirements to obtain authorization to perform in the country of performance
- 2) Details of your findings and a description of what your organization will actually be required to undertake to obtain licensing and requisite permit(s)
- 3) Any impact such authorization may have on the contractor's operating name and address
- 4) Specific information concerning the period of time you anticipate it will take to obtain appropriate authorization. Any plan reflecting a protracted period (i.e. more than 15 calendar days after award) in obtaining license(s) and/or permit(s) shall be rejected at the discretion of the Contracting Officer since further delay would otherwise harm the Government.

b) A process to ensure adequate types of insurance and minimum amounts of insurance covering work to be performed under the contract;

c) Notwithstanding the submission in Volume I, submit completed Sections K. in this Section of Volume II. In addition:

- 1) If the offeror has check (i) in provision K.1 - Contractor Recruitment of TCNs, provide a Recruitment Plan and a Housing Plan, or
- 2) If the offeror has check (ii) in provision K.1 - Contractor Recruitment of TCNs, provide a Recruitment Plan;

f) In accordance with 52.222-56, if the price of the proposal is greater than \$550,000, the offeror shall provide a certification that it has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combatting Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities of said paragraph, and after having conducted due diligence, either certify, to the best of the offeror's knowledge and belief, neither it nor its proposed agents, subcontractors, or their agents are engaged in any such activities, or if abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

2) Past Performance Information - Only references for recent and relevant contracts and/or projects are desired for past performance evaluation.

a). Quality and Satisfaction Rating for Contracts Completed in the Past Five Years: Offerors must submit recent and relevant contact information for a maximum of five (5) customers for whom have been provided.

1. To be considered *recent*, services must have been provided any time within the last five (5) years of issuance date of the solicitation.
2. To be considered *relevant*, services must be, or have been, similar scope, magnitude, and complexity as all of the services described in the PWS, performed at levels within 25% of the total estimated annual quantities stated in the Schedule of

Services. The Government will consider past performance on multiple contracts/projects in addition to on an individual contract basis, but work must have been performed concurrently for no less than a 365 day period.

b). [REMOVED].

c). For each past performance points of contact provided, offerors must provide the following information to the contracting officer: Company/Division name/Contracting Agency/Customer Name

Description of service provided (to include square footages and locations

Contract number (if applicable)

Contract value

Period of performance

Verified, up-to-date name, address, email

d). If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past performance information on previous teaming arrangements with the same partner. If this is an initial teaming agreement, each party to the arrangement may provide a list of relevant and recent contracts performed independently from the teaming agreement. No more than five (5) total references shall be submitted.

e). Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

Note: In the case of an offeror, subcontractor, or teaming partner without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

Section M - Evaluation Factors for Award

52.212-2 - EVALUATION - COMMERCIAL ITEMS

(a) The Government will award a contract resulting from this solicitation to responsible offerors (as determined within the meaning of FAR Part 9, paragraph 9.104), whose offer, conforming to the solicitation, will be the most advantageous to the Government. The evaluation shall include the following:

- Compliance Review.
- Technical Capability Evaluation
- Past Performance Review
- Price Evaluation

1. **BASIS FOR CONTRACT AWARD:** The Government's evaluation of offeror's proposals will be conducted utilizing the evaluation factors of: 1. Technical Capability, 2. Price. Evaluation of these factors will utilize a tradeoff process in accordance with FAR Part 15; whereby the Government seeks to award on the offeror whose proposal is the most advantageous to the Government.

Technical Capability and Past Performance, when combined, are approximately equal to price. Only one award will be made as a result of this solicitation.

The Government reserves the right to award a contract without discussions. Upon completion of the Government's initial evaluation of proposals, exchanges with offerors may occur, for purpose of clarifications and communications in accordance with FAR Part 15. The Government reserves the right to conduct discussions with offerors for the purpose of negotiations at any point during the evaluation if deemed in the best interest of the Government. Once discussions, if conducted, have been concluded, the Contracting Officer will request Final Proposal Revisions from each of the offerors remaining within the competitive range.

A. **Compliance Review.** The Government will perform an initial review of proposals received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals which do not conform to the solicitation.

- Pricing Schedule

- Representations and Certifications
- SAM Registration

B. **Technical Capability:** Management Plan

C. **Past Performance Review**

D. **Price Evaluation**

Evaluation of these factors will utilize a tradeoff process, whereby the Government seeks to award on the offeror whose proposal is the most advantageous to the Government. Technical Capability and Past Performance, when combined, are approximately equal to price.

2. EVALUATION FACTORS FOR AWARD:

a. Technical Capability. The government will evaluate technical proposals and the below listed sub-factors on an acceptable or unacceptable basis. Technical Capability shall be evaluated against the following sub-factors where all sub-factors are considered equal:

1. Management Plan

Measure of Merit: This requirement is met when the offeror has thoroughly and successfully demonstrated the ability to meet all management activities identified in 52.212-1 Addendum, Management Plan paragraphs a through c.

The successful Offeror shall have:

- Identified key personnel that meet all of the qualifications specified in the Performance Work Statement,
- Demonstrated experience providing language services in Saudi Arabia, and
- Demonstrated that the Contractor can perform services in Saudi Arabia, without undue delay.

2. Past Performance.

Past performance information that is independently obtained, by the U.S. Government, from other government and commercial sources shall also be used during past performance evaluation. Based upon feedback from respondents to the questionnaires and information gained from other government and commercial sources, past performance evaluation will assess the recency and relevancy of collected information in accordance with 52.212-1. If found recent and relevant, the Government will evaluate whether the offeror successfully demonstrated an ability to perform. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition. The overall rating of the offerors will reflect appropriately, if the Government finds documented issues of complaints due to poor work performance, unacceptable and/or unprofessional conduct during previous contract. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

Note that the past performance evaluation performed in support of this requirement does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts.

Measure of Merit: This requirement is met when the offeror's proposal includes a maximum of five (5) customer references for whom services have been or are being performed that meet the recency and relevancy requirements and demonstrate the offeror's capability to successfully perform the requirements of the PWS.

The evaluation of past performance information will result in an overall assessment of acceptable or unacceptable as follows:

Past Performance Evaluation Ratings

Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)

Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort
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b. As a result of the government's evaluation of the aforementioned technical sub-factors of Management Plan and Past Performance and all associated elements accordingly, a rating of the Technical Capability of the offer will be determined using the following ratings: **Highly Qualified, Qualified, Marginally Qualified, and Unqualified**.

c. **Price Evaluation.** The offeror's price will be determined by multiplying the offered prices times the estimated quantities, and arriving at a grand total, including all options.

Lowest Price - The lowest price will be determined based upon the price submitted by the contractor, minus the level of recoverable Value Added Tax (VAT) as separately included in Section B of the contract. The terms and conditions pertaining to the US Government being able to recover Value Added Tax requires for the contractor to comply with all of the following three conditions:

1. The contractor shall be registered to do business and operate from a business address in the Kingdom of Saudi Arabia,
2. The contractor shall be in possession of a KSA Value Added Tax (VAT) registration number, and for this registration number to be included in all payment requests, and
3. The VAT shall be reflected as a separate cost item on all invoices submitted under the resulting contract.

d. **Responsibility Determination.** 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
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

Award Selection:

Each proposal shall be evaluated according to the evaluation factors stated above. The award selection will go to the responsible offeror whose proposal presents the best value to the Government. In the case of evaluations using a tradeoff process, IAW FAR 15.101-1, the Government will use a cost-benefit analysis, as necessary, to identify and justify the winning offer, which represents the best value to the Government even though their price is not necessarily the lowest priced offer. Unsuccessful offerors will be notified in accordance with FAR Part 15.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)