

ROUTINE MAINTENANCE AND MINOR REPAIR SERVICES UNIFORM CONTRACT FORMAT

LAYOUT OF THIS MODEL

- List of Updates to the Model Contract
- Tick List for the Contracting Officer
- Sample Cover Letter
- Model Contract

UPDATES TO THE MODEL

12/26/13 - Update FAC 2005-64 thru 69, PIB 2012-16 (52.232-99 Deviation already included in models)

08/20/13 – Updated VAT, Sections B.3.1. and G.3, Version A

05/22/13 – Update VAT info, Sections B.3.1 & G.3

05/10/13 – Updates eval criteria not needed in Section L

03/22/13 – Update FAC 2012-18

10/12/12 – Update per FAC 2005 – 60-63 (52.204-8, 52.225-25)

09/10/12 – Updates required by PIB 2012-16, 17 and 18

05/23/12 – Updated required by FAC 205-56-59, PIB 2012-11 and -10 notes on inherently govt, 52.204-7, 52.245-1, 52.232-32, 52.245-9, 52.204-8)

02/22/12 – Update per FAC 2005-55 (52.204-8, 52.204-10, 52.209-7, and 52.209-9)

12/29/11 – Update FAC 2005-54 (52.204-08 and 52.225-25)

07/20/11 – Updates required by DOSAR (652.204-70; 652.237-71)

07/13/11 – Updates required by FAC 2005-53 (52.223-18, 52.215-10, and 52.215-11)

07/08/11 – Updates required by FAC 52. (52.216-7, 652.242-73, 652.229-70, 52.204-8, and 52.209-2)

04/06/11 – Update FAC 2005-48, 49, 50 and 51.

02/28/11 – Correction to update required by FAC 2005-47.

02/22/11 – Updated per FAC 2011-7 by deleted 52.209-8 and replacing with 52.209-9 ALT 1

01/24/11 – Updated per FAC 47-48 and PIB 2011-03; 52.204-8, 52.204-9, and 52.209-8

10/19/10 – FAC 2005-46 update 52.244-6, 52.2-4-6 and add 52.225-25

10/12/10 – FAC 2005-46 add 52.223-18

09/03/10 – FAC 2005-45 update all required FAR clauses

07/22/10 -- FAC 2005-44 add 52.204-10

07/14/10 – FAC 2005-43 to update 52.245-1, 52.222-19

07/01/10 – Update FAC 2005-42 (52.244-6)

06/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

04/29/10 – No change required by FAC 2005-41

04/23/10 – No change required by FAC 2005-39; FAC 2005-40 has the following changes: (52.244-6, 52.203-13) (52.209-5) (52.209-7) (52.209-8)

01/12/10 – Change required by FAC 2005-38 (52.222-39, 52.244-6)

08/27/09 – Changes required by FAC 2005-35 and 36 (52.222-19, 52.225-20, 52.244-6)

08/17/09 – Change required by FAC 2005-34 (Add 52.209-2)

07/20/09 – 652.228-74. Updated DBA rates

06/26/09 - No change required by FAC 2005-32&33

05/19/09 – Change required by FAC 2005-31 (52.215-2)

03/09/09 - Change required by FAC 2005-29 and 30 (52.222-50, 52.244-6, 52.204-8, and 652.206-70)

12/30/08 – FAC 2005-28 (52.244-6 and 52.203-13)

10/08/08 – Update FAC 27 (52.232-17, 52.232-27)

07/28/08 – Changes required by PIBs 2008-20 and 2008-21, inclusion of Contractor Identification clause and DBA rate changes

07/14/08 – Change required by FAC 26 (52.225-13 and 52.225-20)

06/09/08 - Change required by FAC 2005-23 (none) 24, & 25 (updated 52.222-19, 52.204-6, 52.204-7(referenced in the instructions) & 52.209-5)

06/02/08 – Added note to include 52.225-19 if danger post

01/31/08 – No update required by FAC 2005-23; DBA rate updated

12/05/07 – No change required by FAC 2005-21 & 22

09/20/07 - No update required by FAC 2005-20

09/05/07 – Change required by FAC 2005-19 (update) (52.203-12, 52.204-9, 52.222-50 & 52.203-11)

08/15/07 – Change required by PIB 2007-23 (Add DOSAR 652.204-70, Delete DOSAR 652.237-71) and add DOSAR 652.228-70

07/18/07 - Change required by FAC 2005-18 – no change required

07/11/07 – Change required by FAC 2005-17 (update) (52.245-1, 52.245-2, 52.249-14)

03/26/07 – Change required by FAC 2005-16 (52.244-6)

01/29/07 – checked DBA rate

01/04/07 – No change required by FAC 2005-15

12/13/06 – Change required by FAC 2005-14 (52.228-15)

12/07/06 – changes required by FAC 2005-13 (52.203-6, 52.2-9-6, 52.244-6)

08/03/06 – Change to FAR internet reference; no update required for FAC 2005-12

07/21/06 – Update 652.228-71; no update required by FAC 2005-11

07/10/06 – Change required by FAC 2005-10 (52.204-7, and 652.228-74)

06/20/06 – Change required by FAC 2005-09 (52.204-9, 652.237-71, 52.204-8, and 52.222-50)

02/13/06 – Change required by FAC 2005-07 (52.204-8, 52.225-13, 52.244-6)

01/12/06 – Change required by FAC 2005-08 (update FAR 52.222-19 to JAN 2006)

12/14/05 – Change to date of 52.244-6 to reflect that change in FAC 2005-1 was only to clause prescription

10/20/05 – FAC updates for 2005-6 (52.203-11, 52.203-12, 52.228-15 and 52.232-27)

09/02/05 – Modified language in B.3.3, B.3.4, and H.14

08/19/05 – No change for FAC 2005-05

05/13/05 – No change required by FAC 2005-3 because 52.225-13 updates dates made in FAC 2005-2.

04/15/05 – Changes required by FAC 2005-1 and 2005-2 (update FAR 52.244-6, Subcontracts for Commercial Items and 52.225-13, Restrictions on Certain Foreign Purchases to MAR 2005)

02/23/05 - Updated 52.209-6 and 52.244-6, and added 52.222-39 and 52.204-8 per FAC 2001-26 and FAC 2001-27

12/16/04 – Deleted EPA Clause from Section B.

11/02/04 – Added 52.233-4 Section I per FAC 2001-25

10/06/04 – Updated to cover new DBA

06/30/04 – Update 52.219-1, 52.244-6 , and 52.202-1 Section I per FAC 2001-23 and 24

04/22/04 – Updated for DOSAR Revisions, PIB 2004-25 (deleted DOSAR 652.228-70; updated DOSAR 652.216-70 and 652.237-72; added DOSAR 652.236-70).

04/16/04 – No update required for FAC 2001-21; updated for FAC 2001-22 (FAR 52.245-2).

01/29/04 - No change for FAC 2001-17, changes for FAC 2001-18 (update 52.225-13) and FAC 2001-19

01/22/04 – Added Sample Bank Letter of Guaranty to Section J

11/18/03 – Changed REMS to PASS/RPA

10/29/03 - Updated FAC 2001-16 (FAR 52.204-6, 52.204-7, 52.232-25, 52.232-27, and 52.225-13)

05/30/03 – Updated in Section I for FAC 2001-14, FAR 52.203-12, 52.225-13, 52.229-6 and 52.245-2 (JUN 2003)

Ticklist/Instructions/Guidance to Contracting Officers for Model Solicitation and Contract for Routine Maintenance and Minor Repair Services for Contracts Awarded Outside of the United States

- All Maintenance Solicitations MUST be Approved by OBO/OM/FAC.
- Acquisition Method: Before using this solicitation, post should consider the following simpler alternatives:
 - A. Personal Service Authority
 - B. Simplified Acquisitions - by using Purchase Order or Blanket Purchasing Agreement if total services will not exceed \$150,000 annually. Option years could not be included however it would simplify the solicitation process by requesting quotations instead of sending out the attached solicitation document.
- Only if these alternatives are not feasible should post consider using this solicitation document.
- Always use A/OPE's most recent contract model. Do not recycle an older version. The FAR clauses in the Contract Models are updated many times each year. Link to contract models on A/OPE intranet site at:
http://aopeed.a.state.gov/content.asp?content_id=8&menu_id=47
- In the documentation to the A/OPE Desk Officer, Contracting Officer has stated the file name of the model the Contracting Officer has copied from A/OPE's intranet site at:
http://aopeed.a.state.gov/content.asp?content_id=8&menu_id=47
- Please note that the unscheduled/emergency delivery orders envisioned under this solicitation are just that, unscheduled or emergency.
 - These orders are not for major renovation or repair projects which should be handled by separate contract using the firm-fixed-price construction model RFP available to Post.
 - Individual delivery orders under this maintenance and repair contract should not exceed \$10,000.
- A very important issue to focus on when developing this solicitation is who will be supplying the spare parts for the systems, etc.
 - Make certain that the solicitation adequately reflects what the offerors need to provide versus what the Government will provide.

- If the successful firm will be required to perform maintenance services in restricted areas where an escort will be required, make sure that the RSO defines such areas and a contract clause is written for Section H which addresses that the Contractor must submit advanced notice so many days before able to do work in that area so that a Department of State escort can be arranged.
- Instructions for each “[*Note to Contracting Officer*]” have been followed
- Offeror and Contracting Officer have completed all appropriate fill-in-the-blank sections, many of which are denoted by “[]”
- FAR part 12 addresses commercial item acquisitions. FAR part 2 defines a commercial item. If you are uncertain whether these services in the host country fall within the commercial item definition, please contact your A/OPE Desk Officer, who will assist you in making that decision. Link to the FAR at: <http://acquisition.gov/far/index.html>
 - If this model is being used in lieu of the commercial items model, the Contracting Officer has included supporting rationale as to why it is necessary to use this model.(OR)
 - If this model is being used in lieu of the commercial items model, the Contracting Officer has defended this decision to the A/OPE Desk Officer.
- REQUIRING OFFICES** - All requirements for new services must undergo a pre-award assessment by the Requiring Office to ensure the statement of work does not include any Inherently Governmental Functions (IGF). The Form DS-4208, Request for Services Contract Approval, found in PIB 2012-11, attachment 1, is available on e-Forms and will be used to meet this requirement. Link to PIBs on A/OPE intranet site at: http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50
- If you have questions about FAR provisions and clauses, consult FAR subpart 52.3, the Provision and Clause Matrix, at: http://acquisition.gov/far/current/html/52_301Matrix.html. Do not delete any provisions or clauses without talking with your A/OPE Desk Officer.
- REQUIRED** – Before sending to A/OPE for review, all modified clauses are **highlighted** unless the instructions for that clause in the model expressly state that post should modify the clause to reflect post specifics.

- REQUIRED - Rationale for this modification has been included in the submittal requesting review from A/OPE.
- Highlights** have been removed before issuing solicitation
- Bio-preferred products - If US firms or products are being solicited then include 52.223-1 and 52.223-2 in the solicitation/contract. Place in Section I.1.
- Appropriate information has been entered into all blank fields
- Your A/OPE Desk Officer has approved this solicitation when and where approval is appropriate
- The entire contract model, including all completed tick lists and instructions, has been saved somewhere for your records so you'll have a history of what you've done.
- "Model Updates" at the beginning of this document were deleted before final printing.
- ALL "Tick List and Guidance" comments have been deleted before final printing.
- "[Notes to Contracting Officer]" which are embedded in the model have been deleted before final printing
- Contracting Officer has read the solicitation before it has been submitted to A/OPE for review.
- Contracting Officer has made sure all A/OPE comments are incorporated before issuance.
- Contracting Officer has actually read the final solicitation before distribution.
- The solicitation makes sense to both you and your A/OPE Desk Officer
- The Proposal due date is at least 30 days after issuance. Also, the Contracting Officer has ensured this due date does not fall on an Embassy holiday or weekend.
- PIB 2007-14 and PIB 2014-3 has been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. When in doubt, contact your A/OPE Desk Officer. Link to PIBs on A/OPE intranet site at:
http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50

- The proposed COR has been notified of all required training as set forth in DOSAR subpart 642 to ensure these requirements have been satisfied prior to or at the time of award. Link to DOSAR at:
<http://aope.a.state.gov/dosar/fullscreen.asp>
- Contracting Officer has negotiated for the lowest priced technically acceptable offer.
- SECTION A (SF-1442) Completed
- If you are unsure of the difference between the SF-33 and the SF-1442 (or any other form), consult your A/OPE Desk Officer
 - Complete blocks 1 through 13 of the SF-1442 Solicitation, Offer and Award.
 - Block 10, Table of Contents - Identify Section B-M and Attachments and number of pages in each section
- SECTION B Completed
- Post Budget and Fiscal Office may also have adjustment rates available to assist in negotiating orders in accordance with Section B.2.
 - Delivery Orders for Unscheduled and Emergency services may be issued by:
 - If under \$3,000 may request proposal from firm and authorize work via purchase card program; or
 - Contracting Officer may obligate a block of money up to \$10,000 in a delivery order and then COR may issue separate tasks under this delivery order and draw down balance as tasks are issued. If post is going to utilize this method then the COR may issue individual tasks on a Standard Form 44A and is responsible for maintaining balance to ensure that funds do not exceed amount obligated by the Contracting Officer in the delivery order. The COR shall submit a record of all tasks issued under the original blanket delivery order before additional funds are obligated by the Contracting Officer under a new delivery order. *(Sample blanket delivery order can be provided by A/OPE)*
 - Oral authority can be provided for Emergency orders only by the Contracting Officer for actions up to \$3,000 and then backed up with written delivery order.
 - Individual tasks exceeding \$3,000 must use the procedures identified in B.3.5 which indicates that proposal will be

requested from firm, negotiated, and firm fixed price delivery order issued for these services.

- Post has reviewed the historical data associated with Temporary Additional Services to determine whether or not these services are required or necessary.
- Post may wish to price Temporary Additional Services based on alternate pricing arrangements, such as per unit price instead of hourly rate.
 - If this is desired then Post must obtain the approval of the A/OPE Desk Officer because there are many changes that will need to be made in the solicitation.
- Please note A/OPE has deleted DOSAR 652.216-71 the Economic Price Adjustment Clause (EPA) from Section B of this model. It has been determined that the Contractor should assume the risk and negate the need for further cost/analysis and re-negotiations to be done at posts. This applies to posts where the minimum wage and labor cost increases are standard, increases do not fluctuate substantially, and market forces and price competition have been shown to be fair and reasonable. Please contact your A/OPE Desk Officer if you feel it is necessary to include this clause.
- If there have been big fluctuations in the economy, post may elect to incorporate less option years. If this is done, then there will be additional changes within the solicitation.
- SECTION C Completed
 - You have coordinated the tasks with the Requirements Office to ensure all tasks are necessary to include the timing.
- SECTION I Completed
 - FAR 52.232-33 Payment by Electronic Funds Transfer – SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- SECTION I – Defense Base Act Insurance clauses reviewed and modified

When the Contracting Officer has a reasonable expectation that no covered contractor employees (for definition of covered versus non covered employees, see PIB 2009-20 on A/OPE intranet site at:

http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50) will be included in the offers (e.g., offers will come from local overseas contractors and the work is to be performed in a country that has local workers' compensation laws), the Contracting Officer shall include the following FAR clause and DOSAR provision in the solicitation:

FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas*. Place in Section I.1. (Note that A/OPE has assumed you will use the above clause and has already included it in Section I.1.)

Provision entitled *Defense Base Act – Covered Contractor Employees*; place in Section K.9 (Note that A/OPE has assumed you will use the above clause and has already included it in Section K.9.)

If, in response to the solicitation, any offeror knows that they will employ covered employees, the offeror is required to notify the Contracting Officer prior to the closing date.

The Contracting Officer shall then amend the solicitation to add a line item in Section B (see sample language in B.2.7 and actual item in B.3.6 of the LGP model). Link to LGP contract model at:
http://aopeead.a.state.gov/content.asp?content_id=7&menu_id=46

If covered employees will be employed, delete the following

FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas* from Section I.1.

Provision entitled 652.228-70 *Defense Base Act – Covered Contractor Employees* from Section K.9

Also add the following clauses/provisions:

- FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place in Section I. Incorporated by reference.
- DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place in Section I. Incorporated in full text. If DOSAR 652.228-71 included delete actual text from paragraphs b, c, d, e, and f and mark those paragraphs as “reserved per PIB 2012-17” Link to PIBs on A/OPE intranet site at:
http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50

Offerors shall be given additional time to incorporate the DBA contractor rates into their proposed prices.

SECTION K.5 COMPLETED - American Business Sources

- For Section K inserts which follow, you have deleted all instructions such as ***“[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]”***
- All Section K.5(b) tick marks such as this one “[]” have been appropriately ticked
- If you know or expect that American businesses may submit a proposal, you must include the following solicitation provision, in addition to the other certifications contained in this solicitation. This certification is used to determine whether the firm is considered small by the Small Business Administration (SBA).
- If you receive an offer from a small business, and you determine that firm to be non-responsible, then you must refer the matter to A/OPE and A/SDBU for referral to SBA; any determination of non-responsibility of an American small business must be referred to SBA prior to award of the contract. SBA will then determine whether to issue a Certificate of Competency (SBA) attesting to the firm's ability to perform the contract. For more information, see FAR 19.000(b) and 19.6. Link to the FAR at: <http://acquisition.gov/far/index.html>

- If the above conditions are met, include the following (in blue) at the end of Section K and number as the next sequential number in the K series.

52.219-1 Small Business Program Representations (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561790**.

(2) The small business size standard is **\$7.0 Million USD**.

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

(b) Representations.

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

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

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

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

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business*

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to

section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment;

and

- (iii) Be ineligible for participation in programs conducted under the authority of the Act. (End of provision)

If US firms are being solicited/awarded a contract the following FAR clause must be provided in full text in Section I:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be –

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Department of Labor, Office of Labor-Management Standards (OLMS) web site at:

<http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

Third Country Nationals (TCN): The clause Recruitment of Third Country Nationals for Performance on Department of State Contracts shall be included in any solicitation and contract including commercial items) valued over \$150,000 requiring non-professional labor where contract performance will require recruitment of third country national labor specifically for contract performance

Contractors shall submit Recruitment and Housing Plans as appropriate and shall be evaluated and contracts shall only be awarded to contractors submitting acceptable plans.(PIB 2012-10) Link to PIBs on A/OPE intranet site at:
http://aopepd.a.state.gov/content.asp?content_id=86&menu_id=50

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (October 17, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.
2. Recruitment Plan
 - a. 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.
 - b. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.
 - c. Provide sample recruitment agreement in English.
 - d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. 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 jobs.
 - e. State in the offer that the Contractor's recruitment practices comply with recruiting nation and host country labor laws.
 - f. State in the offer that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
 - g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
 - h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.
3. The offeror 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 offer that housing meets host country housing and safety standards and local codes or explain any variance. 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.
4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

- a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors 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, when the person is or has been a victim of a severe form of trafficking in persons.
- b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.
- c. 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 <http://www.state.gov/j/tip/> or from the Contracting Officer.
- d. 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).
- e. 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 or via email at OIGHotline@state.gov.
- f. 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 imported for contract performance.
- g. Contractor will 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 these requirements.
- h. The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

SAMPLE COVER LETTER FOR RFP

U.S. Embassy _____

Date:

To: Prospective Offerors

Subject: Solicitation number S_____,

Enclosed is a Request for Proposals (RFP) for _____
[Note to Contracting Officer: Describe supply or service]. If you would like to submit a proposal, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1442 that follows this letter.

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

Manuals regarding the equipment identified in Exhibit A are available for inspection in Rm _____ at _____. Please call _____ at _____ for an appointment to inspect these manuals.

Proposals are due by _____ (date) at _____ local time.

Sincerely,

Contracting Officer

Enclosure

SECTION A

COVER PAGE - SF-1442

(available in FAR Part 53 and on the A/OPE intranet site at:

http://aopeed.a.state.gov/content.asp?content_id=81&menu_id=49

SECTION B
-SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, supplies and equipment, as identified in this solicitation and Exhibit I, for all building maintenance services at *[insert name of Post]* as described in Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, of this contract and exhibits attached in Section J.

B.2 TYPE OF CONTRACT

This is a fixed price type contract for scheduled maintenance services as defined in the Comprehensive Maintenance Plan (CMP) *[or called Facility Maintenance Plan for smaller posts]*. The fixed price will include all work, including furnishing all labor, materials, equipment and services, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement) and profit, unless otherwise specified. The Government will issue on a weekly, biweekly, monthly, quarterly, or semi-annual basis scheduled task orders, which are pre-printed forms *[Note to Contracting Officer: Add the following if Computer Maintenance Management System, such as PASS/RPA, is utilized: "and generated by computerized CMMS (Computer Maintenance Management System)"]*. The scheduled work orders shall identify the listed system/equipment or other description, machine number, location, task description, for the Contractor to perform the maintenance services specified. (See Exhibit A, Section J).

An indefinite delivery/indefinite quantity type contract will be awarded for unscheduled work or urgently needed services. Individual delivery orders will be issued using the fixed hourly rates identified below. The fixed hourly rates shall include wages, overhead, general and administrative expenses, and profit. Hours and labor categories for these delivery orders shall be negotiated into a firm-fixed-priced delivery order using the standards identified in the Means for Maintenance and Repair Costs Data and adjusted for *[Note to Contracting Officer: Identify Post name]* (Information regarding this publication can be made to 517-585-7880). The actual amount of work to be performed, an estimate of the professional/technical effort required, the time of such performance, and the location of the property(ies) shall be authorized by delivery orders issued by the Contracting Officer. Orals orders maybe necessary for emergency services however they shall be issued in writing within three business days of the oral instructions. See Exhibit B, Section J for sample of an Unscheduled Work Order.

B.3 PRICES/COSTS

B.3.1 Value Added Tax

[Note to Contracting Officer: Include VAT Version A, if the Contractor must submit VAT for this contract to the host government. Include VAT Version B if the host government will not require submission of VAT by the Contractor for this contract.]

VAT VERSION A

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

OR

VAT VERSION B

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B.3.2 All prices shall be submitted in *[Note to Contracting Officer: Fill in local currency]*

B.3.3 Scheduled Maintenance Services

(a) In consideration of satisfactory performance of all the scheduled services required under this contract, the Contractor shall be paid a fixed-price per month for Scheduled Maintenance Services. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor (unless mandated by local law see B.7), or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by the maintenance plan is. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rate.

(b) Premium pay for services required to be provided on holidays is included only in the fixed prices for Scheduled Maintenance Services.

B.3.4 Unscheduled Services

(a) The fixed hourly rates per labor category shall be used to establish firm fixed-price task orders. Each task order shall be issued in advance and priced by multiplying the hourly rates by the number of hours required.

(b) The Contractor shall also be reimbursed for costs for any materials/equipment ordered under the task order issued by the Government in conjunction with the Unscheduled Services, as further described in H.14. No profit shall be added to this material/equipment. All costs of materials/equipment shall be itemized on the invoice, such as purchase price of material/equipment, cost of transportation and cost of handling. If VAT charges are paid then they must be itemized in each task order.

B. 3.5 Emergency Services

(a) Emergency services shall be issued and priced at the same rates as unscheduled services, however, work that is required beyond normal working hours or days (see F.8) or 40 hours per week or 8 hours per day [*Note to Contracting Officer: You may change this depending on local wage laws*] and meet the definition of emergency services as defined in C.1.3 may use overtime rates as fixed below.

(b) The Contractor shall also be reimbursed for costs for any materials/equipment ordered under the task order issued by the Government in conjunction with the Emergency Services, as further described in H.14. No profit shall be added to this material/equipment. All costs of materials/equipment shall be itemized on the invoice, such as purchase price of material/equipment, cost of transportation and cost of handing. If VAT charges are paid then they must be itemized in each task order.

B.3.6 Ordering

Ordering - (a) All supplies or services to be furnished under this contract shall be ordered by the issuance of delivery orders by the Department of State. Orders may be issued from the date of the Contracting Officer's signature until the end of the "Period of Performance" applicable to this contract.

(b) Contractor will be asked to submit a cost proposal (sample shown in Exhibit D) when given a draft scope of work for an unscheduled task.

(c) Contracting Officer will negotiate and develop firm-fixed-priced delivery orders for each unscheduled or emergency task that needs to be performed.

(d) All delivery orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any order.

B.4 BASE PERIOD PRICES

B.4.1. Scheduled Maintenance Services. The fixed-price for the first year (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) for scheduled maintenance services as defined in C.1.3.1. is:

Per month _____ x 12 = _____ per year

B.4.2. Unscheduled Maintenance Services. The fixed unit prices for unscheduled maintenance service as defined in C.1.3.1. is:

<u>LABOR</u>	<u>ESTIMATED HOURLY</u>	(for evaluation purposes only)
<u>CATEGORY</u>	<u>HOURS</u>	<u>RATE</u>
		<u>Total</u>

Maintenance Engineer
 Electrician
 Electrician Helper
 HVAC Technician
 HVAC Helper
 Plumber
 Plumber Helper
 Carpenter
 Mason
 Painter

[Note to Contracting Officer: You must fill in estimated hours for evaluation purposes only]

Materials/Equipment Not to Exceed ***[Note to Contracting Officer: Use local currency for Not to Exceed cost].***

B.4.3 Emergency Services. For emergencies occurring during a normal business day the rates identified above for unscheduled maintenance shall apply. For overtime work or emergencies occurring on other than a normal work day or hours the following rates shall apply:

<u>LABOR</u>	<u>ESTIMATED</u>	<u>OVERTIME</u>	(for evaluation purposes only)
<u>CATEGORY</u>	<u>HOURS</u>	<u>RATE</u>	<u>Total</u>

Maintenance Engineer
 Electrician
 Electrician Helper
 HVAC Technician
 HVAC Helper
 Plumber
 Plumber Helper
 Carpenter
 Mason
 Painter

[Note to Contracting Officer: Fill in estimated hours for evaluation purposes only]

Materials/Equipment Not to Exceed ***[Note to Contracting Officer: Use local currency for Not to Exceed cost].***

B.4.4 Minimum and Maximum Amounts for Unscheduled Maintenance and Emergencies

During this contract period, the Government shall place orders totaling a minimum of *[Note to Contracting Officer: Fill in an amount in the currency of the country or quantity]*. This reflects the contract minimum for unscheduled orders for this period of performance. The amount of all orders shall not exceed *[Note to Contracting Officer: Fill in an amount in the currency of the country or quantity]*. This reflects the contract maximum for unscheduled services for this period of performance.

B.5 FIRST OPTION YEAR PRICES

B.5.1. Scheduled Maintenance Services. The fixed-price for the second year for scheduled maintenance services as defined in C.1.3.1. is:

Per month _____ x 12 = _____ per year

B.5.2. Unscheduled Maintenance Services. The fixed unit prices for unscheduled maintenance service as defined in C.1.3.1. is:

<u>LABOR</u>	<u>ESTIMATED HOURLY</u>	(for evaluation purposes only)
<u>CATEGORY</u>	<u>HOURS</u>	<u>RATE</u>
		<u>Total</u>

- Maintenance Engineer
- Electrician
- Electrician Helper
- HVAC Technician
- HVAC Helper
- Plumber
- Plumber Helper
- Carpenter
- Mason
- Painter

[Note to Contracting Officer: Fill in estimated hours for evaluation purposes only]

Materials/Equipment Not to Exceed *[Note to Contracting Officer: Use local currency]*.

B.5.3. Emergency Services. For emergencies occurring during a normal business day the rates identified above for unscheduled maintenance shall apply. For overtime work or emergencies occurring on other than a normal work day or hours the following rates shall apply:

<u>LABOR</u>	<u>ESTIMATED</u>	<u>OVERTIME</u>	(for evaluation purposes only)
<u>CATEGORY</u>	<u>HOURS</u>	<u>RATE</u>	<u>Total</u>

- Maintenance Engineer
- Electrician
- Electrician Helper
- HVAC Technician

HVAC Helper
 Plumber
 Plumber Helper
 Carpenter
 Mason
 Painter

[Note to Contracting Officer: Fill in estimated hours for evaluation purposes only]

Materials/Equipment Not to Exceed *[Note to Contracting Officer: Use local currency]*.

B.5.4 Minimum and Maximum Amounts for Unscheduled Maintenance and Emergencies

During this contract period, the Government shall place orders totaling a minimum of *[Note to Contracting Officer: Fill in an amount in the currency of the country or quantity]*. This reflects the contract minimum for unscheduled orders for this period of performance. The amount of all orders shall not exceed *[Note to Contracting Officer: Fill in an amount in the currency of the country or quantity]*. This reflects the contract maximum for unscheduled services for this period of performance.

B.6 SECOND OPTION YEAR PRICES

B.6.1. Scheduled Maintenance Services. The fixed-price for the third year for scheduled maintenance services as defined in C.1.3.1. is:
 Per month _____ x 12 = _____ per year

B.6.2. Unscheduled Maintenance Services. The fixed unit prices for unscheduled maintenance service as defined in C.1.3.1. is:

<u>LABOR</u>	<u>ESTIMATED HOURLY</u>		(for evaluation purposes only)
<u>CATEGORY</u>	<u>HOURS</u>	<u>RATE</u>	<u>Total</u>

Maintenance Engineer
 Electrician
 Electrician Helper
 HVAC Technician
 HVAC Helper
 Plumber
 Plumber Helper
 Carpenter
 Mason
 Painter

[Note to Contracting Officer: Fill in estimated hours for evaluation purposes only]

Materials/Equipment Not to Exceed [*Note to Contracting Officer: Use local currency*].

B.6.3. Emergency Services. For emergencies occurring during a normal business day the rates identified above for unscheduled maintenance shall apply. For overtime work or emergencies occurring on other than a normal work day or hours the following rates shall apply:

<u>LABOR</u>	<u>ESTIMATED</u>	<u>OVERTIME</u>	(for evaluation purposes only)
<u>CATEGORY</u>	<u>HOURS</u>	<u>RATE</u>	<u>Total</u>

Maintenance Engineer
Electrician
Electrician Helper
HVAC Technician
HVAC Helper
Plumber
Plumber Helper
Carpenter
Mason
Painter

[Note to Contracting Officer: Fill in estimated hours for evaluation purposes only]

Materials/Equipment Not to Exceed [*Note to Contracting Officer: Use local currency*].

B.6.4 Minimum and Maximum Amounts for Unscheduled Maintenance and Emergencies

During this contract period, the Government shall place orders totaling a minimum of [*Note to Contracting Officer: Fill in an amount in the currency of the country or quantity*]. This reflects the contract minimum for unscheduled orders for this period of performance. The amount of all orders shall not exceed [*Note to Contracting Officer: Fill in an amount in the currency of the country or quantity*]. This reflects the contract maximum for unscheduled services for this period of performance.

[Note to Contracting Officer: The Contracting Officer may add additional option years as desired; provided the total contract period (basic contract plus all option years) does not exceed five years.]

Since the solicitation requires that offerors propose fixed prices, the greater the uncertainty of predicting inflation in the local economy, the less will be the willingness of offerors to propose option years. Review DOSAR 617.207-70 and the FAR references therein, noting particularly that un-priced options do not satisfy the Competition in Contracting Act requirements for full and open competition].

GRAND TOTAL

Base Year Total:	_____
First Option Year Total:	_____
Second Option Year Total:	_____
Third Option Year Total:	_____
Fourth Option Year Total:	_____
 GRAND TOTAL:	 _____

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. INTRODUCTION

C.1.1. General. The *[Note to Contracting Officer: Identify Post]* requires a building maintenance service Contractor to perform both scheduled and unscheduled work orders on US Government owned and long term leased properties. The Contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required in this contract. The Contractor shall designate an English speaking representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the U.S. *[Note to Contracting Officer: Contracting Officer should decide if on-site management is necessary, and if so, add the following paragraph]*

The designated person shall be located on-site in an office designated by the Contracting Officer during normal Embassy working hours and shall have supervision as his/her sole function during the times s/he is on duty. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Specific services are described in detail below.

C.1.2. Personnel. The Contractor shall be responsible for providing qualified technicians (with at least one of each trade at the journey-man level or equivalent) with relevant experience of more than 3 years to meet the minimum requirements established below to perform maintenance services in accordance with the maintenance plan shown in Exhibit A and unscheduled services. Helper positions do not need to meet this 3 year minimum requirement. Personnel shall meet the minimum criteria for labor categories shown in Section B.4.2 as identified in Exhibit C.

[Note to Contracting Officer: If local law permits, the Contracting Officer may allow cross training of disciplines, especially in the helper positions. If so identify this here.]

C.1.3. Definitions.

"Chancery" means the building of the embassy used for official activities or means the official residence of the ambassador.

"CMMS" is a computer maintenance management system such as PASS/RPA (realestate management system), PMCI or QUIBIC.

"CMP" is a comprehensive maintenance plan *[Note to Contracting Officer: Applicable to larger posts utilizing Computer Maintenance Management System such as PASS/RPA, PMCI, etc]*

"Daily" means 5 days per week, on each non-holiday workday.

"DCMR" means the official residence of the Deputy Chief of Mission.

"Emergency Services" are task orders which require immediate attention. May involve working other than normal work day or hour as defined in F.8. Contractor required to respond to call within 8 hours and take action to minimize emergency situation.

"EOB" means Embassy Office Building.

"Execution Plan" is submitted by the Contractor and defines the methods and disciplines used to carry out the maintenance plan as provided in Exhibit A.

"General Instructions" mean those instructions, directives and guidelines that apply to all employee maintenance personnel.

"HVAC" means Heating Ventilating Air Conditioning.

"Make Readies" should be negotiated as unscheduled work orders.

"NOB" means New Office Building

"PM" means Preventive Maintenance

"Routine Maintenance and Repair" includes the preservation in a sound state of real property and might include day-to-day electrical and plumbing work, and the purchase of maintenance stock.

"Scheduled Maintenance Services" includes all routine maintenance functions identified in the Exhibit A, Comprehensive Maintenance Plan or Facility Maintenance Plan, for Post systems and equipment.

"Unscheduled Maintenance and Repair Services" includes minor maintenance and repair services which are not identified in the Comprehensive Maintenance Plan or Facility Maintenance Plan.

C.1.3.2. The Contractor shall provide an Executive Plan to carry out the maintenance as shown in Exhibit A. These duties and responsibilities described in Subsection C.1.5. The Contractor shall provide a draft of the Executive Plan to the COR for review 30 days after contract award.

C.1.4. Location, Service, Kind of Personnel: A sample listing of locations, kinds of services, and personnel by category, is provided in Exhibit A (Department of State Real Estate Management System and Preventive Maintenance Work Order Tasks). A sample of an unscheduled order is described in Exhibit B and is for illustration only and will not necessarily be identical to services provided under this contract.

C.1.5. Duties and Responsibilities.

C.1.5.1. Outline of Electrical/HVAC/Plumbing/Other Mechanical Services to be Performed: (ALL PROPERTIES)

Services to be performed by these engineers shall include those outlined below. Damage or situations requiring major or specialized remedial services shall promptly be brought to the attention of the COR or the Embassy Buildings Management Office, and efforts shall be made to minimize such trouble or damage until proper corrective action can be taken. Major and specialized repairs shall be carried out by the Government, independent of this contract. Services to be performed as part of scheduled maintenance to include:

C.1.5.1.1. Electrical

- (1) Monitoring the operating condition of all systems and equipment in the central station, substations and machine rooms on a 24 hour basis.
- (2) Replacing circuit breakers and/or fuses, material ***[Note to Contracting Officer: Identify if Government furnished equipment]***
- (3) In an emergency, taking all possible measures to prevent hazards, ensure safety and maintain property. Promptly reporting to the COR, the Power Company (as required by the Embassy-Power Company Agreement), or to the Marine Guard on duty when the COR or his/her staff are unavailable. ***[Note to Contracting Officer: Contracting Officer should fill in Post emergency procedures here in other than those identified above]***

C.1.5.1.2. HVAC

- (1) Operating the Heating/Ventilation/Air Conditioning(HVAC) systems according to the pertinent seasonal cooling/heating requirements as prescribed by the COR.
- (2) Providing seasonal (i.e. off-, pre-, and post-season) servicing on the heating and air-conditioning plant equipment.
- (3) Making insulation tests, adjusting relays, resetting circuit breakers, cleaning contact surfaces.
- (4) Making minor repairs to the systems and their equipment in accordance with scheduled and unscheduled work orders. ***[Note to Contracting Officer: Identify if replacement parts are to be Government-supplied]***

- (5) Keeping records on power consumption and operation/maintenance/repair of major equipment, as defined by Post, on a daily basis, in a continuous calendar-day series: these records shall remain the property of the Government and be available for inspection by the COR or his staff at any time.
- (6) Inspecting pumps for abnormal temperature, vibration, noise, and other trouble symptoms, and adjusting as necessary.
- (7) Inspecting valves for restriction, leaks and other trouble symptoms, and adjusting as necessary.
- (8) Inspecting cooling towers, checking condition of cooling water, if dirty replacing with clean water. Cleaning strainers when replacing cooling water. Insuring that the water treatment equipment is properly working and that the water is being treated in accordance with manufacturer's recommendations.
- (9) Performing periodic cleaning, washing and/or replacing of all air filters for *[Note to Contracting Officer: Identify system]*, air handling and fan coil units at all properties. The terms "cleaning" means "dusting" where unwashable filters are used, "washing", where washable filters are used and "replacing" where unwashable/throwaway filters are used. *[Note to Contracting Officer: Identify who is to supply replacement filters]*
- (10) Inspecting all HVAC work including pipes, ducts, valves, dampers, fittings, waste water and sewer lines, traps, catch basins, toilet fixtures, down-spouts, and gutters for clogging and loose joints, restrictions, leaks, and other faulty conditions; providing routine servicing such as retightening, caulking, lubricating, and performing first echelon maintenance. All supplies and equipment (except ordinary tools such as screwdrivers, wrenches, etc.) needed for the repairs shall be furnished by the Government, subject to the approval of the COR

C.1.5.1.3. Plumbing:

- (1) Inspecting all plumbing work including pipes, ducts, valves, dampers, fittings, waste water and sewer lines, traps, catch basins, toilet fixtures, down-spouts, and gutters for clogging and loose joints, restrictions, leaks, and other faulty conditions; providing routine servicing such as retightening, caulking, lubricating, and performing first echelon maintenance. All supplies and equipment (except ordinary tools such as screwdrivers, wrenches, etc.) needed for the repairs shall be furnished by the Government, subject to the approval of the COR.

- (2) Inspecting sprinklers, domestic hot water heaters, drinking fountains and servicing to maintain in good and proper working order.
- (3) Maintaining continuous records of water consumption for inspection by the COR or his staff at any time; such records to remain the property of the Government.

C.1.5.1.4. Other Mechanical:

- (1) Inspecting all fire extinguishers and fire extinguishing systems (including halon gas), smoke and heat detectors in all communal areas once a month for proper operation and reporting the results to the COR. The date of each inspection shall be stamped on the tag attached to each piece of equipment.
- (2) In case of elevator failure or trouble, promptly notify the COR.
- (3) Emergency Generators - Inspecting and maintaining generator, starter panel, DC source equipment and Diesel engine, including operation sequence and safety devices in accordance with the Maintenance Plan instructions, a copy of which is located in Exhibit A.

C.1.5.2. Electrical/Mechanical Installations to be Operated and Maintained:

See Exhibit A for a representative sampling of the systems and equipment to be Operated and maintained.

C.1.5.3. Miscellaneous Maintenance and Repair Services: The Contractor shall provide day-to-day maintenance and repair services for all Government-owned/long term leased properties, systems, equipment as directed by the COR.

[Note to Contracting Officer: Contracting Officer may add additional items if necessary]

The detailed work requirements and instructions including emergency works shall be provided by the Contracting Officer to the Contractor's Liaison who shall supervise, schedule, and manage the performance of the assignments.

All personnel assigned by the Contractor for the performance of the respective services shall be regular employees of the Contractor, and shall be supervised by the Contractor. There shall be no employer-employee relationship between the Government and the personnel. Subcontractors may only be employed with the express written consent of the Contracting Officer.

C.2. SUPERINTENDENCE BY CONTRACTOR:

The entire operation of the contracted services shall be superintended by the Contractor's bilingual (English/*[Note to Contracting Officer: Identify local language]*) liaison, who shall maintain a close contact with the Contracting Officer and the COR in order to coordinate the performance of the contracted services with the needs of the Government.

The liaison, (or his/her qualified assistant), shall be on duty throughout the normal operating hours of the Embassy. S/he shall also superintend the performance of the contracted services on Saturdays, Sundays, and holidays. *[Note to Contracting Officer: Contracting Officer may adjust this verbage to reflect other than normal work days]*

C.3. QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system including checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract requirements. Copies of the weekly inspection reports shall be provided to the COR.

Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Contracting Officer or COR, for disposition.

C.3.1. Monthly Report: The Contractor shall render a monthly building maintenance report, summing up observations resulting from the inspections, difficulties or irregularities encountered, measures taken, improved conditions, repairs or services needed (those beyond the Contractor's responsibilities), special work done, recommendations, and other matters related to operation and maintenance of the buildings and facilities covered by this contract. The monthly report shall be provided in a format similar to the one in Exhibit F, signed by an authorized representative of the Contractor, and shall be submitted to the COR, together with the Contractor's monthly invoice.

C.3.2. Inspection by Government: The services being performed hereunder and the supplies furnished therefor will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

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

SECTION D
PACKAGING AND MARKING

D.1 MATERIALS DELIVERED TO THE SITE SHALL BE MARKED AS FOLLOWS:

[Note to Contracting Officer: Contracting Officer to fill in]

[Note to Contracting Officer: The Contracting Officer may need to add instructions for special markings if items need to come into the country duty free.]

**SECTION E
INSPECTION AND ACCEPTANCE**

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

E.2 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan is designed to provide an effective surveillance method to promote effective 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 conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Paragraph	Performance Threshold
<u>Services</u> Performs all maintenance services set forth in the Performance Work Statement (PWS)	C.1 thru C.4	All required services are performed and no more than one (1) <i>[Note to Contracting Officer: Insert different number if desired]</i> customer complaint is received per month <i>[Note to Contracting Officer:</i>

E.2.1 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.

E.2.2 Standard. The performance standard is that the Government receives no more than one (1) [*Note to Contracting Officer: Insert other number if desired*] 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.

E.2.3 Procedures

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

(b) The COR will complete appropriate documentation to record the complaint.

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

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

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

(f) If the Contractor disagrees with the complaint after investigation of the 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.

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

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

**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet "search engine" (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.242-14	SUSPENSION OF WORK	APR 1984

F.2 PERIOD OF PERFORMANCE

The contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect until *[Note to Contracting Officer: Insert Date]*, with *[Note to Contracting Officer: Identify number of option years]*. Individual delivery orders for unscheduled work will identify completion times for specific unscheduled/urgent tasks.

F.3 DELIVERABLES			
The following items shall be delivered under this contract:			
Description	Quantity	Delivery Date	Deliver To
C.1.3.2 Execution Plan	1	30 days after award	COR
C.3. Quality Assurance Plan	1	10 days after award	COR
C.3. Inspection Report	1	7 days after end of weekly period	COR
C.3.1. Building Maintenance Report	1	5th day of each month	COR
H.1.2.3. Bios on Personnel	1	10 days after award	COR
H.3. Bonds	1	30 days after award	CO
H.4. Insurance/Licenses & Permits	1	30 days after Notice of Award	CO
H.10.1 Safety Plan	1	30 days after contract award	COR
H.7.1 Waste Disposal Report	1	Last day of each month	COR

F.4 CONTRACTOR'S SUBMISSION OF MAINTENANCE SCHEDULE AND MINOR REPAIRS UNDER UNSCHEDULED WORK ORDERS

The time for submission of the schedules and General Instructions referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as " ***[Note to Contracting Officer: Contracting Officer shall complete]*** calendar days after receipt of an executed contract".

The Contractor shall weekly revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government. The Contractor shall submit a schedule which sequences work so as to minimize disruption at the jobsite.

All deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed on account of a delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written modification to the delivery order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or

approval of any delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 NOTICE OF DELAY

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer of the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. Such notice shall be given promptly, and not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

F.7 NOTICE TO PROCEED

(a) Following receipt from the Contractor of any bonds or evidence of insurance within the time specified in Section H of this contract, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor must then prosecute the work required hereunder.

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

F.8 WORKING HOURS

All work shall be performed during [*Note to Contracting Officer: Contracting Officer to fill in time and days; see C.1.5.4*] except for the holidays identified below. Other hours, initiated by the Contractor, may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be cause for a price increase.

F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include (1) acts of God or of the public enemy, (2) acts of the United States Government in either its sovereign or

contractual capacity, (3) acts of the government of the host country in its sovereign capacity, (4) acts of another contractor in the performance of a contract with the Government, (5) fires, (6) floods, (7) epidemics, (8) quarantine restrictions, (9) strikes, (10) freight embargoes, (11) delays in delivery of Government furnished equipment and (12) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

F.10 POST AWARD CONFERENCE

A post award conference will be held 10 days after contract award at [*Note to Contracting Officer: Contracting Officer to fill in address*] to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect the progress under this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is *[Note to Contracting Officer: Insert job title of COR]*.

G.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 PAYMENT

G.2.1 General. The Contractor's attention is directed to Section I, 52.232-1, "Payments", and 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following subsections elaborate upon the information contained therein. **All invoices should contain copies of the signed work orders completed that month and status information on those not completed. Completed work orders shall bear the signature of the Contractor's quality control personnel. Work orders shall consist of all preventive maintenance orders as well as unscheduled and emergency orders issued since the submittal of the last invoice.**

Invoices shall be submitted in an original and three (3) copies to the Contracting' Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

[Note to Contracting Officer: Use the FMO's address as the payment address. FMO will log receipt of invoices and forward them to the COR]

G.2.2 Detail of Payment Requests

Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the fixed price preventive

maintenance fee and the value of labor and materials completed and in place for individual delivery orders.

In addition, the Contractor shall provide the following support for each request for payment for additional, seasonal, and emergency services:

-Time sheets to support the number of hours worked for each work order and signed by the Contractor's approving official that work has been completed.

G.2.3 Payments to Subcontractors

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made, to his subcontractors and suppliers in accordance with the Contractor's contractual arrangements with them.

G.2.4 Evaluation by the Contracting Officer

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons therefore.

G.2.5 Additional Withholding

Independently of monies retained by the Government under 52.232-5, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

G.2.6. Payment

In accordance with FAR 52.232-27(a) the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

G.3 VALUE ADDED TAX

[Note to Contracting Officer: Include VAT Version A, if the Contractor must submit VAT for this contract to the host government. Include VAT Version B if the host government will not require submission of VAT by the Contractor for this contract.]

VAT VERSION A

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

OR

VAT VERSION B

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

G.3.1 Recordkeeping Requirements

The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain as a minimum, the following items:

- The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the Contractor of service requests and to document the performance of all work, including emergency work.
- Contractor's Service Report forms, documenting arrival and departure time of the Contractor's representative performing the service, and all information on parts installed for unscheduled and emergency services only.
- Documentation of any complaints from Post personnel or unusual incidents which may have taken place during the visit to the site.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF TASK ORDERS FOR UNSCHEDULED/EMERGENCY WORK

(a) Unscheduled work and emergency work shall be authorized only through the issuance of task orders executed by the Contracting Officer. Task orders shall be established on a firm fixed-price basis (using the hourly rates identified in Section B and negotiated hours) and shall be modified solely by a written modification executed by the Contracting Officer. Emergency services may require the use of oral orders however a written order shall be provided within 3 business days of the verbal authorization.

(b) The Contractor shall perform only those unscheduled/emergency services specifically authorized in the individual delivery orders issued under this contract. The Contractor shall complete all work and services under this contract within the period of performance specified in the delivery orders except that no delivery order shall be issued hereunder after the expiration of this contract.

H.2 ORDERING OFFICIAL

In accordance with FAR 52.216-18 ORDERING (OCT 1995), the designated ordering individual for this contract is the Contracting Officer.

H.3 BOND REQUIREMENTS

H.3.1 Bonds Required

The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or (2) comparable alternate performance security approved by the Government.

H.3.2 Time for Submission

The Contractor shall provide the bonds required above within thirty (30) calendar days of contract award. Failure to timely submit (1) the required bonds other security acceptable to the Government; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government.

H.3.3 Coverage

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any

defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

H.4 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 such change, expiration or cancellation is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval. If the Contractor intends to use any subcontractors under this contract, the Contractor must ensure that the subcontractor carries the types and amounts of insurance as identified below.

The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, 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 (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury, On or Off the Site, in US Dollars	
Per Occurrence	<i>[Note to Contracting Officer: Insert amounts in USD]</i>
Cumulative	<i>[Note to Contracting Officer: Insert amounts in USD]</i>
2. Property Damage, On or Off the Site, in US Dollars	
Per Occurrence	<i>[Note to Contracting Officer: Insert amounts in USD]</i>
Cumulative	<i>[Note to Contracting Officer: Insert amounts in USD]</i>

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

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance

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

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.

H.4.1 Government as Additional Insured

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

H.4.2 Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.4.3 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within thirty (30) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.5 GOVERNING LAW

The contract and the interpretation thereof shall be governed by the laws of the United States.

H.6 LANGUAGE PROFICIENCY

The manager assigned by the Contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the facilities without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall provide on a monthly basis an environmental waste report which describes any occurrence of and disposal of hazardous waste encountered during performance of this contract and any resulting delivery orders issued herein.

H.7.2 Labor, Health and Safety Laws and Customs

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

H.7.3 Subcontractors

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

H.7.4 Evidence of Compliance

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 Damage to Persons or Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 Responsibility for Work Performed

The Contractor shall be responsible for all materials delivered and work performed, except for any completed unit of work which may have been accepted in writing under individual delivery orders.

H.9 MAINTENANCE OPERATIONS

H.9.1 Operations and Storage Areas

(a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.9.2 Use of Premises

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Requests from occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.

(c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 SAFETY

H.10.1 Accident Prevision

(a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall--

(1) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and

(2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

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

(c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written Program. Before commencing the work, the Contractor shall--

(1) Submit a written proposal for implementing this clause; and

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

H.11 SUBCONTRACTORS AND SUPPLIERS

H.11.1 Claims and Encumbrances

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, materialmen and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefor by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.11.2 Approval of Subcontractors

(a) Review and approval. The Government reserves the right to review proposed subcontractors for a period of five (5) calendar days before providing notice of approval or rejection of any or all subcontractors.

(b) Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.12 CONTRACTOR PERSONNEL

H.12.1 Removal of Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.12.2 Maintenance Personnel Security

After award of the contract, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take *[Note to Contracting Officer: Fill in number of days]* days to perform. For each individual the list shall include:

Full Name:
Place and Date of Birth:
Current Address:
Identification Number:
<i>(Add other info needed here)</i>

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

H.12.4. Standards of Conduct

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee 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.

(b) Uniforms and Personal Equipment. The Contractor 's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide for each employee and supervisor, uniforms and personal equipment as detailed in Section J, Exhibit [*Note to Contracting Officer: Insert letter*] -CONTRACTOR FURNISHED MATERIALS. The Contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms.

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

(d) 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 which interfere with normal and efficient Government operations.

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

(f) 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; organizing or participating in gambling in any form; and misuse of weapons.

(g) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this

contract. Keys shall not be duplicated without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from performing work under the contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

H.13 MATERIALS AND EQUIPMENT

H.13.1 Selection and Approval of Materials

(a) Standard of Quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.13.2 Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

H.14 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.14.1 Shipment and Customs Clearance

(a) Costs to be Borne by Contractor for Scheduled Maintenance. The Contractor is responsible for paying all charges, whatsoever, except customs duties as provided herein, incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the site. Moving costs shall include, but not necessarily be limited to packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs, clearance and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

(b) Costs Allowed for Reimbursement to Contractor for Unscheduled/Emergency Services. If the Contractor is required to order imported materials/equipment for unscheduled/emergency services to complete the repairs, the Contractor is entitled to reimbursement at cost of transportation and handling charges. No overhead, profit, or other charge shall be considered. The Contractor shall follow the instruction for duty-free clearance outlined in paragraph (c) below. Failure to comply with these referenced instructions shall not be grounds for reimbursement by the Government of any costs associated with customs clearance/duties.

(c) Duty-Free Clearance. The Contractor shall follow the instructions of the Contracting Officer as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which (1) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions, (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or (3) are otherwise ineligible for duty-free entry.

(d) Customs Clearance. The Government will be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment which are labeled and processed in accordance with the Contracting Officer's instructions. The government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

H.14.2 Surplus Materials

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, the cost of which is not included in the contract price.

H.15 SPECIAL WARRANTIES

H.15.1 Special Warranty Obligations

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, 52.246-21, "Warranty of Construction", insofar as they do not conflict with the provisions of such special warranties.

H.15.2 Warranty Information

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

H.16 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop or suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause. See FAR 52.252-14, Suspension of Work, in Section I.

H.17 CONTRACTOR INVENTORY PROGRAM

The Contractor shall establish a plan to include written maintenance, use, and inventory programs for all property, equipment, and materials used in performance of the contract. The inventory system shall ensure that preventive maintenance spare parts are in stock when needed. This includes both Contractor furnished materials and Government furnished property. Use procedures shall ensure that the property, equipment, and materials, will be used only for those purposes authorized in the contract. The inventory program shall include procedures for conducting physical inventories, including scheduling, responsibilities, and recordkeeping, for all property, equipment and materials used by the Contractor. Negligent use of Government furnished property that results in damage or destruction is cause for repair or replacement at the Contractor's expense. See C.3.1. and F.3.

SECTION I CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet "search engine" (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

- 52.202-1 DEFINITIONS (NOV 2013)

- 52.203-3 GRATUITIES (APR 1984)

- 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES
 TO THE GOVERNMENT (SEPT 2006)

- 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

- 52.203-8 CANCELLATION, RESCISSION, AND
 RECOVERY OF FUNDS FOR ILLEGAL OR
 IMPROPER ACTIVITY (JAN 1997)

- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL
 OR IMPROPER ACTIVITY (JAN 1997)

- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE
 CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)

[Note to Contracting Officer: Delete 52.203-13 if the estimated requirement is under \$5,000,000]

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON
POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

[Note to Contracting Officer: If contractor personnel will be on USG property, add clause 52.204-9 below]

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR
PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER
SUBCONTRACT AWARDS (JULY 2013)

52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER
MAINTENANCE (DEC 2012)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
(JULY 2013)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

52.209-9 UPDATES OF INFORMATION REGARDING RESPONSIBILITY
MATTERS (JULY 2013)

[Note to Contracting Officer: Add clause 52.210-1 below if estimated contract is over \$5,000,000]

52.210-1 MARKET RESEARCH (APR 2011)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)

52.215-8 ORDER OF PRECEDENCE - UNIFORM
CONTRACT FORMAT (OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED
COST OR PRICING DATA – MODIFICATIONS (AUG 2011)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING
DATA – MODIFICATIONS (OCT 2010)

- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 2010)
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUNE 2013)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (NOV 2013)

[Note to Contracting Officer: Use 52.222-50 ALT I if local law identifies off limit establishments]

- 52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

[Note to Contracting Officer: See instructions on whether to also include 52.228-3]

- 52.228 –4 WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (JAN 2012)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JUL 2000)
- 52.228-14 IRREVOCABLE LETTERS OF CREDIT (DEC 1999)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)

- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEPT 2002) (applicable to individual delivery orders)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-17 INTEREST (OCT 2010)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATIONS OF FUNDS (JUNE 2013)
- 52.232-25 PROMPT PAYMENT (JULY 2013)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACT (JULY 2013)(applicable to individual delivery orders)
- 52.232-28 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APR 1989)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)
- 52.232-27 PROMPT PAYMENT CONSTRUCTION CONTRACTS (JUL 2013)
- 52.233-1 DISPUTES (JULY 2002) ALTERNATE I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

52.236-8 OTHER CONTRACTS (APR 1984)

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

52.236-10 OPERATIONS AND STORAGE (APR 1984)

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

52.236-12 CLEANING UP (APR 1984)

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

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR
CONSTRUCTION (FEB 1997)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-13 BANKRUPTCY (JULY 1995)

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

52.245-1 GOVERNMENT PROPERTY (APR 2012)

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

52.245-9 USE AND CHARGES (APR 2012)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE
(JUNE 2003)

52.246-21 WARRANTY OF CONSTRUCTION (APR 1984)

52.248-1 VALUE ENGINEERING (OCT 2010)

52.249-4 TERMINATION FOR CONVENIENCE OF THE
GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

52.249-14 EXCUSABLE DELAYS (APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

[Note to Contracting Officer: Include 52.225-19 Contractor Personnel in a Designed Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008) in accordance with FAR 25.3 if location is danger zone]

[Note to Contracting Officer: Include 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) if the requirement is over \$5M]

(The following clause is applicable to repairs negotiated under individual task orders)

52.249-10 DEFAULT (FIXED PRICE CONSTRUCTION) APR 1984

I.2 FAR Clauses Included in Full Text.

[Note to Contracting Officer: Add in full text if a US small business could be potential offeror or subcontractor or if the government estimate for the solicitation will meet the WTO acquisition threshold of \$202,000]

52.232-99 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.216-18 ORDERING (OCT 1995)

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

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

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

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [] ***[Note to Contracting Officer: Insert dollar figure or quantity]***, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of [] ***[Note to Contracting Officer: Insert dollar figure or quantity]***;

(2) Any order for a combination of items in excess of [] ***[Note to Contracting Officer: Insert dollar figure or quantity]***; or

(3) A series of orders from the same ordering office within [] ***[Note to Contracting Officer: Insert days]*** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

((d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [] ***[Note to Contracting Officer: Enter number of days]*** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5. 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and

including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

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

I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months)(years). [*Note to Contracting Officer: Enter appropriate number*]

I.8 RESERVED

I.9 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)

(a) As used in this clause-Contract-
“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-delivery type contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 20 percent of the original contract price.

(2) Payment Bonds (Standard Form 25A) The penal amount of payment bonds shall be 20 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 20% of the increased in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at: <http://www.fms.treas.gov/c570/c570.html>

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has furnished labor or material for use in the performance of the contract.

I.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR.
(APR 1984)

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

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

[Note to Contracting Officer: Insert the clause at 652.204-70, Department of State Personal Identification Card Issuance Procedures, in solicitations and contracts that require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems.]

I.11 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

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

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

(End of clause)

I.12 652.243-70 NOTICES (AUG 1999)

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

I.13 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

I.14 652.216-70 ORDERING-INDEFINITE-DELIVERY CONTRACT (APR 2004)

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

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

I.15 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

[Note to Contracting Officer: Add local holidays to this list.]

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

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for

additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

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

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

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

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

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

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

I.16 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

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

I.18 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be

immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

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

(viii) Hazardous noise levels.

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

(c) *Subcontracts.* The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the Contractor shall:

(1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

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

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

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

[Note to Contracting Officer: See instructions on whether to add DBA clause 652.228-71 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)--SERVICES (JUNE 2006)]. If this clause is included mark paragraphs b, c, d, e, and f as "RESERVED".

[Note to Contracting Officer: Add below if you anticipate US firms submitting proposals]

**652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS
WITHIN THE UNITED STATES (JUL 1988)**

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION J

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Exhibit A	Comprehensive Maintenance Plan (or Facility Maintenance Plan)
Exhibit B	Sample Work Order Form
Exhibit C	Minimum Requirements for Personnel
Exhibit D	Sample Cost Proposal to be submitted by Contractor for Delivery Order
Exhibit E	Government Furnished Property (if any)
Exhibit F	Sample Monthly Report Form
Exhibit G	Annual Inspection/Equipment History/Facility Condition Forms
Exhibit H	Contractor Furnished Property
Exhibit I	Sample Bank Letter of Guaranty

Exhibit A

Maintenance Plan

[Note to Contracting Officer: Contracting Officer should obtain this from Facility Maintenance Officer at Post. This plan can be developed by utilizing CMMS and the Facility Maintenance Guide. If Post still experiences problems contact A/FBO/OPS/FAC]

Exhibit B Sample Task Order Form

Instructions:

The use of a priority classification system assists in optimum resource utilization. The assignment of a priority designator in accordance with a system similar to that listed below will provide a sufficient definition of the relative importance and priority of each order.

Priority 0 - PREVENTIVE MAINTENANCE (PM) Work Order is automatically assigned for preventive maintenance work by CMMS [*Note to Contracting Officer: If post has computerized maintenance system such as PASS/RPA*]. PM orders have priority over all work orders except EMERGENCY orders.

Priority 1 - EMERGENCY is a threatening situation pertaining to life safety, fire, flood, security or equipment. This work needs to be accomplished IMMEDIATELY. Once the threatening situation is under control, the emergency situation is over. Emergency work orders are usually of very short duration. Another order should be written to cover the repairs necessary to return the situation to normal operating conditions.

Priority 2 - MISSION items which if not corrected, impinge on the post's mission. Corrective action should be accomplished within 24 hours.

Priority 3 - SAFEGUARD LIFE and PROPERTY work requirements needed to give adequate security to areas subject to compromise; elimination of health, safety, environmental hazard, safety concerns and protection of valuable property or equipment. Corrective action should be accomplished within 3 working days.

Priority 4 - ROUTINE WORK and REPAIRS include work that supports the mission or prevents a breakdown of essential equipment; essential housekeeping or operating functions. This type of work should be scheduled for completion within 10 working days.

Priority 5 - NECESSARY WORK is work that needs to be accomplished but is under no time frame for completion. This type of work can be used as fill-in work with completion time between 10 and 20 working days. This type of work will only be accomplished as time permits.

SAMPLE TASK ORDER

Work Order # _____

Approval: _____

Page 1 of _____

Requestor: _____

Telephone #: _____

Priority _____

Property # _____
or address _____

Equipment: _____

Requested Date: _____
Due: _____

Unit: _____

Shop: _____

Task #	Description

Approved: _____ Reviewed by: _____ Printed by: _____

Customer Signature : _____

Comments: _____

Worker's Name _____

Worker's ID: _____

Worker's Signature: _____

Completion Date: _____

FOR UNSCHEDULED AND EMERGENCY ORDERS ONLY:

Work: _____ OT: _____ Travel: _____ OT: _____ Wait: _____ OT: _____

Materials used (use other side as needed): _____

EXHIBIT C
POSITION DESCRIPTION

MAINTENANCE ENGINEER

DUTIES/RESPONSIBILITIES

Responsible for ensuring that where possible a systems engineering approach, coupled with the most cost effective maintenance techniques, is applied to Department of State facilities. Ensures accurate assessment of maintenance labor hours and costs, and determines how best to implement recommendations in the field.

Typical objective would be to identify commonality of problems in roofing, HVAC and electrical systems, and then devise the best approach to solving the problems while minimizing resource expenditures.

SKILLS/KNOWLEDGE/ABILITIES

Capable of analyzing current and proposed systems designs and developing or revising system performance criteria and standards.

Capable of performing independently, receiving general supervision relating to overall objectives, critical issues, new concepts and policy matters.

Computer literate at PC applications.

Must possess excellent communications skills, with capability of generating high quality technical material.

EDUCATION AND EXPERIENCE

Four year degree in civil/industrial/electrical/mechanical engineering or architecture. Minimum of five years experience in maintenance engineering and management.

ELECTRICIAN

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine construction, installation, maintenance, alteration or repair of electrical systems, equipment and related components. Work involves: installing, inspecting/testing, or repairing any of a variety of electrical circuits and equipment such as generators, transformers, circuit breakers, motors, conduit systems, or other transmission equipment, including secondary distribution lines and circuits used to supply distribution panels.

Working from blueprints, drawings, layouts, or other specifications, plans and determines the routing, placement, type, size, gauge, balance, load, continuity and safe operation of electrical lines, circuits, systems, equipment and controls. Locates and diagnoses trouble in electrical systems or equipment; and uses a variety of electrician's hand tools and measuring and testing instruments.

Performs recurring, standardized work independently in accordance with accepted trade practice.

SKILLS/KNOWLEDGE/ABILITIES

Must understand the theory and the practical aspects of application, operation and maintenance of electrical systems and equipment.

Must be knowledgeable of general maintenance and troubleshooting processes and the basic tools required. Capable of reading and interpreting motor control drawings, drawing a block diagram of feedback circuits and labeling the components, and calculating the requirements of conductors and devices used in motor circuits. Must be knowledgeable of electronic solid state control systems. Must be familiar with various types of heating controls and their applications. Capable of reading and interpreting blueprints of an electrical substation, and tracing circuits using a blueprint. Knowledgeable of switchgear operation, power circuit breakers, methods used to actuate protective relays and the types of relays, and different types of telemetering systems and their application.

Must be thoroughly familiar with the NEC, and capable of accomplishing work in accordance with accepted methods and techniques of the trade. Must be able to diagnosis problems quickly and accurately, and recommend and effect required solutions.

EDUCATION AND EXPERIENCE

Must hold a Journeyman Electrician License; experience may be substituted. Minimum of three years practical experience in the installation, rehabilitation, maintenance and repair of electrical and power distribution systems.

ELECTRICIAN HELPER

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine construction, installation and maintenance, alteration or repair of electrical systems, equipment and related components. Work involves: installing, inspecting/testing, or repairing any of a variety of electrical circuits and equipment such as generators, transformers, circuit breakers and

motors, conduit systems, or other transmission equipment, including secondary distribution lines and circuits used to supply distribution panels.

Working from blueprints, drawings, layouts, or other specifications, plans and determines the routing, placement, type, size, gauge, balance, load, continuity and safe operation of electrical lines, circuits, systems equipment and controls. Locates and diagnoses trouble in electrical systems or equipment; and uses a variety of electrician's hand tools and measuring and testing instruments.

Assists one or more electrician by performing specific or general duties as directed.

SKILLS/KNOWLEDGE/ABILITIES

Ability to apply basic concepts when reading drawings, electrical schematics and wiring plans, and motor control drawings. Must possess an understanding of the various components of electrical systems. Familiarity with the NEC and the concepts involved therein. Familiarity with installation and maintenance procedures for electrical equipment, appliances and system components.

Ability to size conductors based on load; ability to calculate the current requirements of the conductors and devices used in motor circuits; understand how to bend and install conduit. Must be familiar with the operation and construction of motors, generators and transformers; and have an understanding of different types of relays and telemetering systems and their applications. Ability to draw a block diagram of a simple feedback circuit and label the basic components.

EDUCATION AND EXPERIENCE

At least one year experience in the trade.

HVAC TECHNICIAN

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine repairs, maintenance, installation and alteration on refrigeration, air conditioning and ventilating equipment, high pressure steam and hot water systems. Diagnoses problems, and performs such maintenance as checking for and repairing leaks, recharging systems, replacing and adjusting belts, adjusting pulleys, pressure controls, etc. Diagnoses, adjusts and repairs controls and/or control systems consisting of electric, electronic, pneumatic and pneumatic electronic.

Performs work on low and high pressure steam boilers, hot water boilers, warm air furnaces and hot water heaters, combustion chambers, flues, fire boxes, smoke stacks and oil burners, hot water tanks, hot air fans, radiators and sump pumps. Removes and

replaces sections of boilers, tubes and grate assemblies. Inspects and adjusts electrical controls attached to heating equipment such as pressure controls, thermostats, stack relays and photocell bulbs and scanners. Removes defective electronic motors and controls from heating systems, makes minor repairs, and installs motors into heating system. Removes and rebuild combustion chambers of heating equipment with fire brick and plastic. Uses CO2 tester to determine its content.

Prepares written specifications for major repairs or for the production of parts ordered from machine shops; reassembles equipment; and makes all necessary adjustments for operation.

May be required to assist in establishing equipment maintenance programs, develop maintenance parts systems lists and maintenance visit schedules, assess equipment life and project replacement schedules.

SKILLS/KNOWLEDGE/ABILITIES

Must be capable of reading and following shop drawings, laying out and assembling major components of refrigeration and air conditioning equipment, including cold storage and food storage facilities. Knowledgeable of basic ventilation requirements and air distribution and cleaning techniques. Skilled in use of hand tools of the trade. Knowledgeable of fire and safety regulations for safeguarding personnel, material and equipment.

EDUCATION AND EXPERIENCE

Must hold a Journeyman License in a HVAC trade; experience may be substituted. Minimum of three years practical experience in the installation, rehabilitation, maintenance and repairing of heating, ventilation and air conditioning systems.

HVAC HELPER

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine repairs, maintenance, installation and alteration on refrigeration, air conditioning and ventilating equipment, high pressure steam and hot water systems. Diagnoses problems, and performs such maintenance as checking for and repairing leaks, recharging systems, replacing and adjusting belts, adjusting pulleys, pressure controls, etc. Diagnoses, adjusts and repairs controls and/or control systems consisting of electric, electronic, pneumatic and pneumatic electric.

Performs work on low and high pressure steam boilers, hot water boilers, warm air furnaces and hot water heaters, combustion chambers, flues, fire boxes, and smoke stacks and oil burners, hot water tanks, hot air fans, radiators and sump pumps. Removes

and replaces sections of boilers, tubes and grate assemblies. Inspects and adjusts electrical controls attached to heating equipment such as pressure controls, thermostats, stack relays and photocell bulbs and scanners. Removes defective electric motors and controls from heating systems, makes minor repairs, and installs motors into heating system. Removes and rebuilds combustion chambers of heating equipment with fire brick and plastic. Uses CO2 tester to determine its content.

Assists HVAC technician by performing specific or general duties as directed.

SKILLS/KNOWLEDGE/ABILITIES

Ability to apply basic concepts when reading drawings used in construction and maintenance. Must possess an understanding of the fundamentals of refrigeration and the methods used to join and assemble different kinds of pipe joints. Familiarity with major codes and standards and the concepts involved therein. Familiarity with installation and maintenance procedures for different types of refrigeration and air conditioning systems. Familiarity with basic servicing of refrigerant controls and air conditioning controls, circuits and instruments. Understand basic ventilation requirements and air distribution and cleaning techniques.

EDUCATION AND EXPERIENCE

At least one year experience in the trade.

PLUMBER

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine construction, repairs, maintenance, installation and alteration on piping systems, plumbing fixtures, and associated equipment or components thereof. Piping systems include, but are not limited to, all those designed to conduct the flow of hot and cold water, sewage and industrial waste, air fuels (gas and liquefied), and other non-toxic and toxic materials encountered in support of the mission.

Plumbing fixtures and equipment include, but are not limited to, all items required in a plumbing system, including kitchen equipment, hot water heaters (gas and electric), manual and automatic valves, fire hydrants, wet and dry fire sprinkler systems, pumps, or other associated equipment as required in support of a facility/mission.

May be required to assist in maintaining parts systems lists, maintenance schedules, assess equipment life and project replacement schedules.

SKILLS/KNOWLEGE/ABILITIES

Must be familiar with systems distribution and flow capacities in both potable and sanitary applications. Must be knowledgeable of PVC, copper, galvanized, black pipe and cast iron installations.

Must be thoroughly familiar with standard plumbing codes and practices, capable of accomplishing work in accordance with accepted methods and techniques of the plumbing trade.

Must be able to diagnoses problems quickly and accurately and recommend and effect required solutions. Must be knowledgeable in the use of special tools and equipment, such as gas leak and safety equipment, water main tapping equipment, etc.

EDUCATION AND EXPERIENCE

Must hold a Journeyman Plumber license; experience may be substituted. A minimum of three years practical experience in the installation, rehabilitation, maintenance and repair of plumbing systems.

PLUMBER HELPER

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine construction, repairs, maintenance, installation and alteration on piping systems, plumbing fixtures, and associated equipment or components thereof. Piping systems include, but are not limited to, all those designed to conduct the flow of hot and cold water, sewage and industrial waste, air fuels (gases and liquefied), and other non-toxic and toxic materials encountered in support of the mission.

Plumbing fixtures and equipment include, but are not limited to, all items required in a plumbing system, including kitchen equipment, hot water heaters (gas and electric), manual and automatic valves, fire hydrants, wet and dry fire sprinkler systems, pumps, or other associated equipment as required in support of a facility/mission.

Assist plumber by performing specific or general duties as directed.

SKILLS/KNOWLEDGE/ABILITIES

Ability to apply basic concepts when reading drawings, and understand the various components of plumbing systems and methods used to join and assemble different kinds of pipe joints. Familiarity with installation and maintenance procedures for plumbing fixtures, appliances, and other components, and the proper techniques for gas welding and cutting. Ability to select pipe of material appropriate to the task, and

identify and order pipe fittings and valves. Must possess a general familiarity with plumbing tools and their use, and be capable of selecting protective clothing\eye protection\etc appropriate to a task. Must be familiar with the concepts involved in a standard plumbing code and standard fuel gas code.

EDUCATION AND EXPERIENCE

At least one year of experience in the trade.

CARPENTER

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine carpentry duties necessary to construct and maintain in good repair buildings and building woodwork and equipment such as bins, cribs, counters, benches, partitions, doors, floors, stairs, casings, and trim made of wood.

May be required to assist in establishing maintenance programs, develop maintenance lists and schedules, assess asset life and project replacement schedules.

SKILLS/KNOWLEDGE/ABILITIES

Ability to read drawings and apply basic concepts used in construction and maintenance. Ability to identify and select proper hand or power tools for a particular task. Must be familiar with the concepts involved in the construction and repair of wooden structures, roof building and stair building, and interior woodwork and trim. Must be knowledgeable of methods for performing framing tasks and other rough carpentry jobs. Must be knowledgeable of the concepts contained in the major building codes used in the industry.

Must possess an understanding of various types of woods and wood substitute materials and their properties and characteristics.

Must be knowledgeable of the preparatory steps for general maintenance and troubleshooting, and the tools required.

EDUCATION AND EXPERIENCE

Must be graduate of an approved/accredited apprentice program that provided formal instruction in the carpentry trade or have a minimum of three years experience as an apprentice carpenter or have a journeyman carpentry license.

MASON

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine masonry duties necessary to construct and maintain in good repair buildings and building masonry such as reinforced and un-reinforced concrete and brick structures, and masonry finishes.

May be required to assist in developing maintenance lists and schedules, assess asset life and project replacement schedules.

SKILLS/KNOWLEDGE/ABILITIES

Ability to read drawings and apply basic concepts used in construction and maintenance. Ability to identify and select proper hand or power tools for a particular task. Must be familiar with the concepts involved in the construction and repair of masonry structures and finishes. Must be knowledgeable of methods for performing formwork tasks and other rough carpentry jobs. Must be knowledgeable of the concepts contained in the major building codes in the industry.

Must possess an understanding of various types of masonry units, concrete types and substitute materials, and their properties and characteristics.

Must be knowledgeable of the preparatory steps for general maintenance and troubleshooting, and the tools required.

EDUCATION AND EXPERIENCE

Must be a graduate of an approved/accredited apprentice program that provided formal instructions in the masonry trade or have a minimum of three years experience as an apprentice mason.

PAINTER

DUTIES/RESPONSIBILITIES

Paints and redecorates walls, woodwork and fixtures.

SKILLS/KNOWLEDGE/ABILITIES

Knowledge of surface peculiarities and types of paint required for different applications; placing putty or filler in nail holes and interstices; and applying paint with spray gun or brush. May mix colors, oils, white lead and other paint ingredients to obtain proper color consistency.

EDUCATION AND EXPERIENCE

Must have completed a formal apprenticeship program or minimum of 3 years of experience.

[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right-click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]

Exhibit D			
<i>Sample Cost Proposal</i>			
Company Name and Address:			
Unscheduled Work Order Number:			
Cost Proposal			
Labor Category	Number of Hours	Hourly Rate (as identified in Section B)	Total
Maintenance Engineer			
Electrician			
Journeyman Electrician			
HVAC Technician			
Journeyman HVAC Tech			
Plumber			
Journeyman Plumber			
Journeyman Carpenter			
Journeyman Mason			
Painter			
Total Labor Costs			
Material Costs (include itemized list of materials)			
Grand Total Cost (Total Labor Costs + Total Material Costs)			

Exhibit E
Government Furnished Property

[Note to Contracting Officer: Contracting Officer must identify if any will be provided and quantities]

**Exhibit F
Monthly Report**

Monthly Report for the Month of _____

U.S. EMBASSY, _____

1. Temporary additional services performed during the month:

Delivery Order	Task	Dates	Status
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Contractor's Report (all types of services at all locations):

A. Results of Inspections: _____

B. Difficulties or irregularities encountered: _____

C. Repairs needed: _____

D. Special Work Done: _____

E. Recommendations: _____

Signed by _____ Date _____

Exhibit G

Annual Inspection/Equipment History/Facility Condition Forms

[Note to Contracting Officer: Contracting Officer must add these]

Exhibit H

Contractor Furnished Property

[Note to Contracting Officer: Contracting Officer must identify property which contractor is expected to supply]

SAMPLE LETTER OF BANK GUARANTY

Place []

Date []

Contracting Officer
U.S. Embassy, **[Post name]**
[Mailing Address]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of **[Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]**, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract **[contract number]** for **[description of work]** at **[location of work]** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[name of Contractor]** of **[address of Contractor]** on **[contract date]**, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

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

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

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

Depository Institution: **[Name]**

Address:

Representative(s): _____

Location: _____

State of Inc.: _____

Corporate Seal:

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

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS**

**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.
(APR 1985)**

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
_____ *(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization)*;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

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

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole

proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state or local government;

Other. State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

___ Partnership

___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

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

___ Name and TIN of common parent:

Name _____

TIN _____

K.4 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

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

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

“Marginalized populations of Sudan” means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(JULY 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561790**.

(2) The small business size standard is **\$7.0 Million USD**.

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

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

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (d) applies.

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

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

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

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

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

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

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

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

(B) Exceed the simplified acquisition threshold; and

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

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

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

- (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

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

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[Contracting Officer check as appropriate.]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

__ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

__ (vi) [52.227-6](#), Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) *Examples.*

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is

not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the

Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that -

(a) It operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, or ___ a joint venture, or ___ a corporation incorporated under the laws of the State of _____,; or

(b) If the offeror or quoter is a foreign entity, it operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in _____ (country).

K.8 52.215-20 PLACE OF PERFORMANCE (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks intends in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
_____	_____
_____	_____
_____	_____

K.9 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name:

Address:

Telephone Number:

K.10 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

K.11 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

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

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States,		

regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local Nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local Nationals: _____ Third Country Nationals: _____

(b) The Contracting Officer has determined that for performance in the country of *[Note to Contracting Officer: Insert country of performance and check the appropriate block below]* –

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

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

(d) RESERVED

K.12. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION (MAY 2011)

(a) *Definition.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#) .

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

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SUBMISSION OF OFFERS

L.1.1 General. This solicitation is for the performance of the services described in Section C - PERFORMANCE WORK STATEMENT, and the Exhibits attached to this solicitation.

L.1.2 Qualifications of Offerors

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

- (1) Supervisor must be able to understand written and spoken English;

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

L.1.3. Review of Documents

Each Offeror is responsible for:

- (1) Obtaining a complete set of solicitation documents;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Any ambiguity in the solicitation, including specifications and contract drawings, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

L.2 SUBMISSION OF OFFERS

L.2.1 General

This solicitation is for the performance of maintenance services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments and Exhibits which are a part of this solicitation.

L.2.1. Summary of Instructions		
Each offer must consist of the following physically separate volumes:		
Volume	Title	Number of Copies*
1	Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.	
2	Price Proposal and completed Section B - SUPPLIES OR SERVICES AND PRICES/COSTS	
3	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	

* The total number of copies includes the original as one of the copies.

The completed offer shall be submitted at the address indicated on the solicitation cover page, if mailed, or the address set forth below, if hand delivered.

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.2.3 Detailed Instructions

L.2.3.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

L.2.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B. All applicable portions of this form shall be completed in each relevant category (e.g., labor, materials, etc.).

L.2.3.3 Volume III: Performance schedule and Business Management/Technical Proposal.

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

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

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses, and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.
- (4) Bar chart for routine maintenance indicating various portions of the work; when work will commence and be completed in each section

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

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Cost/price management history, including any cost overruns and underruns, and cost growth and changes;
- (10) Percent turnover of contract key technical personnel per year; and

(11) Any terminations (partial or complete) and the reason (convenience or default).

L.3 52.236-27 SITE VISIT (FEB 1995)

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

(b) An organized site visit has been schedule for *[Note to Contracting Officer: Contracting Officer to insert date and time]*

(c) Participants will meet at *[Note to Contracting Officer: Contracting Officer to insert location]*.

L.4 PROPRIETARY DATA

Proprietary data shall be specifically identified by page(s), paragraph(s) and sentence(s), and shall not be generalized.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.statebuy.state.gov/>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

[Note to Contracting Officer: Include provisions 52.209-7 and 52.209-9 if the estimated contract value is over \$500,000]

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- 52.236-28 PREPARATIONS FOR PROPOSALS – CONSTRUCTION (OCT 1997)

[Note to Contracting Officer: Include 52.237-1, Site Visit, if applicable]

52.237-1 SITE VISIT (APR 1984)

* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

L.6 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a combination type of contract. It is fixed price for scheduled maintenance; indefinite delivery/indefinite quantity with fixed unit prices for unscheduled/emergency maintenance.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

[Note to Contracting Officer: Contracting Officer designates the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past [*Note to Contracting Officer: Insert number of years*] years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

L.8. 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)
(DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman,

[Note to Contracting Officer: Insert Management Officer's name], at [Note to Contracting Officer: Insert Management Officer's telephone and fax numbers].

For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

M.1.2 Basis for Award

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. Evaluations shall be conducted in accordance with the procedures set forth below:

a) Initial Evaluation - All proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in L.2, SUBMISSION OF OFFERS. Proposals which are missing a significant amount of the required information may be eliminated from consideration, at the Government's discretion.

b) Technical Acceptability - Those proposals remaining after the initial evaluation will be thoroughly reviewed to determine technical acceptability. Technical Acceptability will include a review of the Proposed Work Information described in L.2.3.3(b) to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. Past references provided as part of the Experience and Past Performance information as described in L.2.3.3(b) may also be contacted to verify quality of past performance. The Government shall also review the bar chart submitted to review the sequence of work and to ensure that performance would be completed on time in accordance with the contract period of performance. The end result of this review will be a determination of technical acceptability or unacceptability.

c) Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;

- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.1001.

M.1.3 Award Selection

The prices of all technically acceptable firms will then be reviewed and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1 which is incorporated by reference in Section L, award may be made based upon initial offers, without discussions.

M.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

M.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B - SERVICES AND PRICES, of this solicitation.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.5 AWARD WITHOUT DISCUSSIONS

In accordance with FAR provision 52.215-1 (included in Section L of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.610(a).

[Note to Contracting Officer: Insert FAR 52.225-17 in full text if you will be allowing offers to be submitted in more than one currency (U.S. dollars or local currency).]

M.6 FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

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

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

[Note to Contracting Office: This is not part of the RFP]

Lowest Price Acceptable (LPA) Evaluation Procedure:

Proposals are reviewed for compliance with the RFP. This is somewhat like determining responsiveness under an IFB, but the concept of responsiveness does not apply to RFPs, and post may need the ability to conduct discussions with offerors about their offers, which is not permitted when using sealed bidding. If an offeror takes exceptions or proposes alternate methods, these should be evaluated for acceptability. Post may or may not wish to request a formal technical proposal. For many routine contracts, such as gardening or cleaning, the usefulness of a technical proposal may be minimal, and the FAR does not require that technical proposals be submitted, so they are not encouraged.

If it is uncertain whether an offeror is acceptable, the same rules apply regarding setting the competitive range as in a point-scored evaluation (when in doubt, include the offeror in the competitive range). Negotiations center primarily on price issues, but any technical or responsibility issues that are noted should be addressed also. Final proposal revisions may be requested as in any other negotiated acquisition; however, award on initial proposals may be more likely using the LPA approach; as long as the lowest price offeror has a acceptable proposal and the firm is responsible, award can be made without holding discussions.