

PAINTING SERVICES
COMMERCIAL ITEMS FORMAT
**IAW FAR 25.401(b) (1), this contract format is exempt from
WTO GPA and FedBizOps Notice Requirements**

LAYOUT OF THIS MODEL

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

UPDATES TO THE MODEL

11/06/2013 – Update FAC 2005– 65, 67, 69 and 70; (52.204-7, 52.204-12, 52.204-13, 52.212-1, 52.212-3, 52.212-4, 52.212-5, and 52-229-6); PIB 2012-16 (52.232-99 deviation already included in models)

08/19/2013 – Updated VAT, Section 1(2)C, Block 23 or Pricing Section

05/20/2013 – Update VAT info, Block 23, 2.C

05/08/2013 – Update Section 3

03/21/2013 – Update FAC 2012-18

07 Feb 2013 – Updated FAC 2005 – 60, 61, 62, 63; (52.212-3, 52-212-5 and 52.225-25)

12/12/12 – Deleted Acquisition Method reg CI Test Program

09/17/12 – Update PIB 2012-16, 17, 18

05/24/2012 - Update FAC 2005-56-59, PIB 2012-11 (52.212-3, and 52.212-5) and PIB 2012-11 and -10

02/21/12 – Update per FAC 2005-55 (52.212-1, 52.212-4, and 52.212-5)

12/28/2011 – Update FAC 2005-54 (52.212-03 and 52.212-05)

8/5/11 – Update FAC 2005-53 (52.212-5)

07/19/11 – Updates required by DOSAR (652.204-70; 652.237-71)

7/5/11 – Update FAC 2005-52 (52.212-3 and 52.212-5)

04/08/2011 – Update FAC 2005-51

04/05/2011 – Update FAC 2005-48, 49, and 50

02/28/2011 – Correction to Update FAC 2005-47.

2/22/11 – Updated per FAC 2011-7 by deleted 52.209-8 and replacing with 52.209-9 ALT 1

1/21/11 – Updated per FAC 47-48 and PIB 2011-03, 52.204-9, 52.209.8, and 52.212-3

10/20/10 – Updated 52.212-3

10/08/10 – Updated 52.212-5

09/07/10 – FAC 2005-45 to update 52.212-3 and 52.212-5

07/22/10 – FAC 2005-44 update 52.212-5

07/14/10 – FAC 2005-43 update to (52.212-5 and 52.222-19)

07/01/10 – Update FAC 2005-42 (52.212-5)

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

04/29/2010- No change required by FAC 2005-41

04/23/10 – No change required by FAC 2005-39; changes required by FAC 2005-40 (52.209-7, 52.209-8, 52.212-5)

01/13/10 – Change required by FAC 2005-38 (52.212-5)

09/08/09 – Change #31 under FAR 52.212-5

08/26/09 – Change required by FAC 2005-35 and 36 (52.212-3 and 5)

08/14/09 – Change required by FAC 2005-34 (52.212-3)

06/26/09 - Change required by FAC 2005-32 & 33 (52.212-3 and 5)

05/26/09 – Change to 52.212-3

05/05/09 – Change required by FAC 2005-31 (52.212-5)

04/02/09 – Update model to clarify and correct typos, etc in the model

02/27/09 - Change required by FAC 2005-29 and 30 (52.212-5, 52.212-3, 652.206-70)

12/19/08 – FAC 2005-28 (52.212-5)

10/08/08 – Update FAC 27 (52.212-4, 52.212-5)

07/28/08 – Change required by PIB 2008-20, inclusion of Contractor Identification clause

7/08/08 – Update FAC 26 (52.212-1, 52.212-3, 52.212-5)

6/26/08 – Update FAC 23-25 (52.212-1, 52.212-3, 52.212-5, 52.222-19, 52.204-6)

6/02/08 – Added note to include 52.225-19 if danger post

1/31/08 – No updated required by FAC 2005-23

12/03/07 – Change required by FAC 2005-21 and 22

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

09/05/07 – Change required by FAC 2005-19 (update) (52.204-9, 52.212-5 & 52.212-3) and add DOSAR 652.228-70

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

07/17/07 – Change required by FAC 2005-18 (update) (52.212-5)

07/03/07 – No change required by FAC 2005-17

03/26/07 – Change required by FAC 2005-16 (update) (52.212-5)

12/15/06 – Change required by FAC 2005-15 (update) (52.212-4)

12/13/06 - Change required by FAC 2005-14 (update) (52.212-3 and 52.212-5)

12/04/06 – Update per FAC 2005-13 (FAR 53.212-1, 52.212-3 and 52.212-5)

08/08/06 – Update per FAC 2005-12 (FAR 52.212-5)

08/03/06 – Change to FAR internet reference

7/21/06 – Update 652-228-71; no change required by FAC 2005-11

7/10/06 – Change required by FAC 2005-10 (52.212-3, 52.212-5, 52.204-7, and 652.228-74)

7/2/06 – Change required by FAC 2005-9 (update FAR 52.204-9 and 652.237-71)

06/22/06 – Change required by FAC 2005-9 (update 52.212-5)

2/7/06 - Updated per FAC 2005-07 (update FAR 52.212-5 in full text and FAR 52.212-1)

1/19/06 – Updated per FAC 2005-08 (update FAR 52.212-5)

10/19/05 – Update per FAC 2005-06 (52.212-4 and 52.212-5)

8/19/05 – No update per FAC2005-05

6/28/05- Changed Required by FAC 2005-04(update FAR 52.212-5)

5/11/2005 – Changes required by FAC 2005-3 (update FAR 52.212-5)

4/8/2005 – Changes required by FAC 2005-1 and 2005-2 (update FAR 52.212-3 to MAR 2005)

2/17/05 – Updated 52.212-5, 52.212-3, 52.212-1

12/16/2004 – Deleted EPA Clause from Section 1.

11/02/2004 – Updated 52.212-5 Section 2 (FAC 2001-25)

09/28/04 – Updated to cover new DBA

07/06/2004 – Updated 52.212-5 and 52.225-5 Section 2 (FAC 2001-24)

06/30/2004 – Update 52.219-1 in instructions, updated 52.212-3 and 52.212-5 (FAC 2001-23)

04/26/04 – Update for PIB 2004-25 (Revised DOSAR 652.216-70, 652.237-72 and deleted 652.228-70)

04/16/04 – Revised for FAC 2001-21 and FAC 2001–22 at FAR 52.212-5.

1/30/04 – No change for FAC 2001-17, FAC 2001-18 (update 52.212-1) and FAC 2001-19 (update 52.212-5)

CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

- General - The attached model solicitation (Request for Quotations or RFQ) is prepared in the commercial item format prescribed in FAR 12.303. Please note that CI for painting can only be used when the local market considers pricing on a sq meter basis for something similar (not per job).
- Contract Type - This model is for an indefinite-delivery indefinite-quantity contract type. This means that task orders must be issued as painting services are required.
- Multiple Versus Single Contract Awards - FAR 16.504 has a preference, (but not a requirement) for award of more than one contract when awarding an indefinite-delivery indefinite-quantity contract, such as this model for painting. You must document your file if you determine that a single award is appropriate in lieu of multiple awards. Keep in mind that multiple awards will result in the expenditure of additional post resources to administer more than one award, particularly since multiple awards entail some type of consideration (minimum order) for each awardee.
- Many posts believe multiple awards are necessary if a single contractor cannot handle the workload (particularly during summer rotations). Due to the requirement to include a minimum guaranteed amount, post may elect to award one contract then award one or more Blanket Purchase Agreements (BPA) or even individual purchase orders to cover the occasional times when the contractor cannot meet the post demands for service.
 - If you may make multiple awards, please note that Section G.3 provides several alternatives regarding how to select an awardee for individual task orders.
- Specification - A/OPE has a copy of the OBO Master Spec for Painting (under Section 09900) for those projects where post may feel more detailed specifications are necessary.
- Always use OPE's most recent contract model. Do not recycle an older version. Contract models are updated with FAR clauses many times per year.
- In the documentation to the OPE Desk Officer, Contracting Officer has stated the file name of the model the Contracting Officer has copied from OPE's website.
- 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 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.

- If you have questions about FAR Provisions and clauses, consult FAR 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 OPE Desk Officer.
- You have coordinated the tasks with the requirements office to ensure all tasks are necessary.
- REQUIRED – Before sending to 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 memo requesting review from A/OPE.
 - Highlights** have been removed before issuing solicitation.
- Cover Page of Solicitation
 - For commercial item contracts/purchase orders **exceeding \$150,000**, use the SF-1449 as the cover page.
 - For commercial item contracts/purchase orders **of \$150,000 or less**, use either the SF-1449 (which can be used for the FRQ and award) or the SF-18 (for the RFQ) and OF-347 (for the award). If the SF-18 is used:
 - Include FAR clause 52.212-4 and provision 52.212-1, either by reference or in full text (this clause and provision are included on the SF-1449 by reference in block 27, but not on the SF-18); and
 - Correct all references to the SF-1449. **Consequently, it would be simpler to use the SF-1449 in all cases when buying services as a commercial item.**
 - For commercial item contracts/purchase orders of up to \$5.5 million, use a Request for Quotations (RFQ) number, rather than a Request for Proposals (RFP) number.
- Fill-ins and Add-Ins -- The solicitation contains several FAR clauses that must be filled in, either by you (before the RFQ is released) or by the offeror/quoter, before submitting the document to you. These fill-ins are as follows:

Contracting Officer completes:

- 52.216-18, Ordering
- 52.216-19, Order Limitations
- 52.216-22, Indefinite Quantity
- 52.232-19, Availability of Funds for the Next Fiscal Year
- 52.217-9, Option to Extend the Term of the Contract (MAR 2000) –
Applicable if Options for Additional Performance Periods are included in
the contract.

(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: fill in the blanks.*]

Offeror/quoter completes:

- 52.212-3, Offeror Representations and Certifications--Commercial Items
- 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 2.
- Appropriate information has been entered into all blank fields.
- Your A/OPE Desk Officer has approved this document when and where approval is appropriate.
- Tailoring of FAR clauses - Some tailoring of FAR clauses is permissible, but this should rarely occur. In the model, the addendum for both FAR clause 52.212-4 and FAR provision 52.212-1 shows no tailoring. If you need to tailor this clause, please contact your Desk Officer in A/OPE for guidance.
- 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 document before it has been submitted to A/OPE/EAD for review.
- Contracting Officer has made sure all A/OPE/EAD comments are incorporated before issuance.
- Contracting Officer has actually read the final document before distribution.
- The document makes sense to both you and your Desk Officer.
- The Proposal due date is listed per instructions in FAR 5. Also, the CO has ensured this due date does not fall on an Embassy holiday or weekend.
- PIB 2007-14 has been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. When in doubt, contact your OPE Desk Officer.
- 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.
- Contracting officer has negotiated for the lowest priced technically acceptable offer.
- 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 document.
- Defense Base Act Insurance clauses reviewed and modified:
 - When the Contracting Officer has a reasonable expectation that no covered contractor employees (see PIB 2009-20 on OPE intranet site for definition of covered versus non covered employees) 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 document:
 - FAR clause 52.228-4, *Workers’ Compensation and War-Hazard Insurance Overseas*; place in Section 2.
 - Provision entitled *Defense Base Act – Covered Contractor Employees*; place in Section 5.

- If, in response to the document, 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 document to add a line item in Section 1 (see sample language in B.2.7 and actual item in B.3.6 of the LGP model).
 - If covered employees will be employed, delete the following
 - Provision entitled 652.228-70 *Defense Base Act – Covered Contractor Employees* from Section 2.

Also add the following clauses/provisions if using covered employees:

- FAR clause 52.228-3, *Workers’ Compensation Insurance (Defense Base Act)*; place in Section 2.
 - DOSAR clause 652.228-71, *Workers’ Compensation Insurance (Defense Base Act) – Services*; place in Section 2.
- Offerors shall be given additional time to incorporate the DBA contractor rates into their proposed prices.
- SECTION 3 COMPLETED - Pre-proposal Conference/Site Visit. If there will be a pre-proposal conference or site visit, provide information in a cover letter to the solicitation. You may use the pre-proposal conference/site visit language from any of the other A/OPE model solicitations and add to Section 3.
 - SECTION 5 COMPLETED - American Business Sources
 - For Section 5 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 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.

- If the above conditions are met, include the following at the end of Section 5 and number as the next sequential number in the Section 5 series.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238320.

(2) The small business size standard is \$14 million dollars.

(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) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.*] The offeror represents as part of its offer that—

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

(ii) It *o* is, *o* not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.*] The offeror represents as part of its offer that—

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

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(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 it *o* is, *o* is not a veteran-owned small business concern.

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) 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.

(8) [*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)(8)(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—

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

“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.

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

(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 business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 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)

Bonding Requirements - A/OPE has intentionally left out bonding requirements (even though they are recommended for all other types of construction projects) because the risk for a painting contract is low. If you would like to add Bonding requirements into this model, add the following clause to Section 1:

BOND REQUIREMENTS

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.

Time for Submission - The Contractor shall provide the bonds required by paragraph a above within ten (1) 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. Should the contract be terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction), which is included in Section I of this contract.

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.

Duration of Coverage - The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government, at which time the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

Additional Bond Security FAR 52.228-2 (APR 1984)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if –

- (a) Any surety upon any bond furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer.

- If you include bonding requirements, also include FAR 52.228-15 – Performance and Payment of Bonds - in Section 2.
- Liquidated Damages - A/OPE has intentionally left out the provisions for Liquidated Damages since this is a commercial item contract.
- If U.S. firms are being solicited/awarded a contract the following FAR clause must be provided in full text in Section 2:

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, D.C. 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.

(End of clause)

Inherently Government Function (IGF): Reminder to 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. 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.

3rd Country Nationals: 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).

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. Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

COVER PAGE INSTRUCTIONS

[Note to Contracting Officer – Use either the SF-1449 or SF-18 as the cover page.]

- *See the Cookbook, Chapter 8 for instructions on how to complete the SF-1449. This example is actually an SF-1449 completed for contract award. When completing an SF-1449 for purposes of a solicitation cover page, fill in the following blanks, following the Cookbook sample. All other blanks are left uncompleted at this time:*
- *Block 5*
- *Block 6*
- *Block 7a and b*
- *Block 8*
- *Block 9*
- *Block 10*
- *Block 11, if applicable*
- *Block 14*
- *Block 15*
- *Block 20 (fill in brief description of what is being purchased followed by “See Attached”*
- *Block 27a and 27b*

- *Chapter 2 for instructions on how to complete the SF-18.]*

[Note to Contracting Officer: Sample Cover Letter to Prospective Offerors]

[Note to Contracting Officer: insert date]

[Note to Contracting Officer: insert inside address]

Dear Prospective Quoter:

SUBJECT: Solicitation Number *[Note to Contracting Officer: insert number and title of project]*

The Embassy of the United States of America invites you to submit a quotation for *[Note to Contracting Officer: insert a brief description of services required]*.

[Note to Contracting Officer: insert the following paragraph if a pre-quotation conference will be held.]

The Embassy intends to conduct a pre-quotation conference, and all prospective quoters who have received a solicitation package will be invited to attend. See Section 3 of the attached Request for Quotations (RFQ).

Submit your quotation in a sealed envelope marked "Proposal Enclosed" to the *[Note to Contracting Officer: insert name of Contracting Officer, Address]* on or before *[Note to Contracting Officer: insert solicitation closing time]* on *[Note to Contracting Officer: insert solicitation closing date]*. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. *[Note to Contracting Officer: fill in "SF-1449" or "SF-18"]*
2. Section 1 pricing;
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

Direct any questions regarding this solicitation to *[Note to Contracting Officer: insert name]* by letter or by telephone *[Note to Contracting Officer: insert telephone number]* during regular business hours.

Sincerely,

[Note to Contracting Officer: insert name]

Contracting Officer

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- Continuation To SF-1449, RFQ Number [*Note to Contracting Officer – insert number*], Prices, Block 23
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Section 2 - Contract Clauses

- Contract Clauses
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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER S – [*Note to Contracting Officer: insert number*]
PRICES, BLOCK 23

1. SCOPE OF SERVICES

- A. The contractor shall furnish painting, drywall/plaster repair, and related services for real property owned or managed by the U.S. Government at (*name of post(s)*) in accordance with Attachment 1.
- B. The Government will order all work by issuing task orders.
- C. This is an indefinite-delivery indefinite-quantity type contract under which may be placed firm-fixed price task orders.

2. CONTRACT PRICE - GENERAL

- A. The Contractor shall complete all work, including furnishing all labor, material, equipment and services, required under this contract, for painting services. This price listed below shall include all labor, materials, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement) and profit.
- B. All prices are in local currency and the Government will make payment in local currency.

C. VALUE ADDED TAX

[Note to Contracting Officer: Does VAT get included in the solicitation?]

You need to understand the VAT process of the host government in order to determine if or how VAT should be incorporated into this solicitation. Select either Version A or B, relating to VAT.

Is this acquisition using Foreign Assistance Funds? If yes you must include one of the versions below.

Use Version A if the Contractor must invoice the USG and pay VAT to the host government even if the host government later reimburses post. If Version A is selected, Contracting Officer must:

--state whether the full VAT amount is charged on all aspects of the contract and provide a separate line item with a firm fixed priced amount (not a percentage).

Use Version B if the Contractor will not be required to invoice for and pay VAT to the host government, either because the host country has no VAT or because the embassy has a tax exemption certificate that relieves our service contractors from collecting and paying VAT. Note that these exemptions frequently only apply when the embassy is directly purchasing goods and do not exempt a service contractor from charging and paying VAT. If the embassy has this certificate, a copy of it or the number of it will need to be furnished to the Contractor for use under this contract.]

VERSION A

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

OR

VERSION B

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

3. PRICING - BASE PERIOD

A. The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

[Note to Contracting Officer:

- *Column 1 - Sequentially number all items to be purchased*
- *Column 2 – Short description of item; revise as necessary*
- *Column 3 – Fill in unit of measure, such as sqm (square meters)*
- *Column 4 – Offeror will complete*
- *Column 5 – Contracting Officer includes estimated quantity*
- *Column 6 – Offeror will complete*
- *Total Estimated Price – Offeror will complete]*

[*Note to Contracting Officer: when adding prices, quantities, totals, etc., into this table format, please begin typing at the asterisk symbol within each cell.*]

Contract Line Item Number	Description of Service	Unit	Unit Price	Est. Quantity²	Est. Total
OFFICE BUILDINGS INTERIOR					
001	Clean old paint, repair plaster, prime and smooth surface (at least * coats of * color latex paint). [<i>Note to Contracting Officer: you may want walls washed with detergent.</i>]	Sqm ¹	*	*	*
002	Painting walls, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
003	Painting ceilings, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
004	Painting trim/baseboards, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Sqm ¹	*	*	*
006	Varnishing/shellacking of woodwork	Sqm ¹	*	*	*
007	Removal of wallpaper	Sqm ¹	*	*	*
008	Textured surfaces preparatory work	Sqm ¹	*	*	*
009	Painting of textured surfaces	Sqm ¹	*	*	*
Total Estimated Amount:					*

¹Sqm = square meter

²This estimated amount is based on total estimated Government requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

[Note to Contracting Officer: Include the following categories also, if needed, or tailor to fit post needs and specify any other line items needed for related services.]

OFFICE
BUILDINGS
EXTERIOR

RESIDENCES
INTERIOR

RESIDENCES
EXTERIOR

B. Contract Minimum and Maximum Amounts

[Note to Contracting Officer: If multiple awards are made, each contract will have a minimum that must be met by the Government. While the minimum must be more than a nominal amount, ensure that it is not so high that it cannot be met by the Government for all contracts awarded. We suggest a minimum of approximately 5% of the anticipated annual amount for all painting. The contract maximum must be high enough that it is not exceeded by any one contract.]

1. Contract Minimum During the contract period, the Government shall place orders for a minimum of *[Note to Contracting Officer: insert a minimum in local currency or USD]*. This is the contract minimum for this period of performance.

2. Contract Maximum During the contract period, the amount of all orders shall not exceed *[Note to Contracting Officer: insert a maximum in local currency or USD]*. This is the contract maximum for this period of performance.

4. PRICING – OPTION YEAR ONE

A. The Contractor shall provide the services shown below for Option Year 1, starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

[Note to Contracting Officer:

- *Column 1 - Sequentially number all items to be purchased*
- *Column 2 – Short description of item; revise as necessary*
- *Column 3 – Fill in unit of measure, such as sqm (square meters)*
- *Column 4 – Offeror will complete*
- *Column 5 – Contracting Officer includes estimated quantity*
- *Column 6 – Offeror will complete*
- *Total Price – Offeror will complete]*

[*Note to Contracting Officer: when adding prices, quantities, totals, etc., into this table format, please begin typing at the asterisk symbol within each cell.*]

<u>Contract</u> <u>Line Item</u> <u>Number</u>	<u>Description of Service</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Est.</u> <u>Quantity</u> ²	<u>Est.</u> <u>Total</u>
OFFICE BUILDINGS INTERIOR					
101	Clean old paint, repair plaster, prime and smooth surface (at least * coats of * color latex paint). [<i>Note to Contracting Officer: you may want walls washed with detergent.</i>]	Sqm ¹	*	*	*
102	Painting walls, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
103	Painting ceilings, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
104	Painting trim/baseboards, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
105	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Sqm ¹	*	*	*
106	Varnishing/shellacking of woodwork	Sqm ¹	*	*	*
107	Removal of wallpaper	Sqm ¹	*	*	*
108	Textured surfaces preparatory work	Sqm ¹	*	*	*
109	Painting of textured surfaces	Sqm ¹	*	*	*
<u>Total Estimated Amount:</u>					*

¹Sqm = square meter

²This estimated amount is based on total estimated Government requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

[Note to Contracting Officer: Include the following categories also, if needed, or tailor to fit post needs and specify any other line items needed for related services.]

OFFICE
BUILDINGS
EXTERIOR

RESIDENCES
INTERIOR

RESIDENCES
EXTERIOR

B. Contract Minimum and Maximum Amounts

[Note to Contracting Officer: If multiple awards are made, each contract will have a minimum that must be met by the Government. While the minimum must be more than a nominal amount, ensure that it is not so high that it cannot be met by the Government for all contracts awarded. We suggest a minimum of approximately 5% of the anticipated annual amount for all painting. The contract maximum must be high enough that it is not exceeded by any one contract.]

1. Contract Minimum. During the contract period, the Government shall place orders for a minimum of *[Note to Contracting Officer: insert a minimum in local currency or USD]*. This is the contract minimum for this period of performance.

2. Contract Maximum. During the contract period, the amount of all orders shall not exceed *[Note to Contracting Officer: insert a maximum in local currency or USD]*. This is the contract maximum for this period of performance.

5. PRICING – OPTION YEAR TWO

A. The Contractor shall provide the services shown below for Option Year 2, starting two years after the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

[Note to Contracting Officer:

- *Column 1 - Sequentially number all items to be purchased*
- *Column 2 – Short description of item; revise as necessary*
- *Column 3 – Fill in unit of measure, such as sqm (square meters)*
- *Column 4 – Offeror will complete*
- *Column 5 – Contracting Officer includes estimated quantity*
- *Column 6 – Offeror will complete*
- *Total Price – Offeror will complete]*

[*Note to Contracting Officer: when adding prices, quantities, totals, etc., into this table format, please begin typing at the asterisk symbol within each cell.*]

Contract Line Item Number	Description of Service	Unit	Unit Price	Est. Quantity²	Est. Total
OFFICE BUILDINGS INTERIOR					
201	Clean old paint, repair plaster, prime and smooth surface (at least * coats of * color latex paint). [<i>Note to Contracting Officer: you may want walls washed with detergent.</i>]	Sqm ¹	*	*	*
202	Painting walls, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
203	Painting ceilings, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
204	Painting trim/baseboards, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
205	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Sqm ¹	*	*	*
206	Varnishing/shellacking of woodwork	Sqm ¹	*	*	*
207	Removal of wallpaper	Sqm ¹	*	*	*
208	Textured surfaces preparatory work	Sqm ¹	*	*	*
209	Painting of textured surfaces	Sqm ¹	*	*	*
Total Estimated Amount:					*

¹Sqm = square meter

²This estimated amount is based on total estimated Government requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

[Note to Contracting Officer: Include the following categories also, if needed, or tailor to fit post needs and specify any other line items needed for related services.]

OFFICE
BUILDINGS
EXTERIOR

RESIDENCES
INTERIOR

RESIDENCES
EXTERIOR

B. Contract Minimum And Maximum Amounts

[Note to Contracting Officer: If multiple awards are made, each contract will have a minimum that must be met by the Government. While the minimum must be more than a nominal amount, ensure that it is not so high that it cannot be met by the Government for all contracts awarded. We suggest a minimum of approximately 5% of the anticipated annual amount for all painting. The contract maximum must be high enough that it is not exceeded by any one contract.]

1. Contract Minimum - During the contract period, the Government shall place orders for a minimum of ***[Note to Contracting Officer: insert a minimum in local currency or USD]***. This is the contract minimum for this period of performance.

2. Contract Maximum - During the contract period, the amount of all orders shall not exceed ***[Note to Contracting Officer: insert a maximum in local currency or USD]***. This is the contract maximum for this period of performance.

6. PRICING – OPTION YEAR THREE

A. The Contractor shall provide the services shown below for Option Year 3, starting three years after the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

[Note to Contracting Officer:

- ***Column 1 - Sequentially number all items to be purchased***
- ***Column 2 – Short description of item; revise as necessary***
- ***Column 3 – Fill in unit of measure, such as sqm (square meters)***
- ***Column 4 – Offeror will complete***
- ***Column 5 – Contracting Officer includes estimated quantity***
- ***Column 6 – Offeror will complete***
- ***Total Price – Offeror will complete]***

[*Note to Contracting Officer: when adding prices, quantities, totals, etc., into this table format, please begin typing at the asterisk symbol within each cell.*]

Contract Line Item Number	Description of Service	Unit	Unit Price	Est. Quantity²	Est. Total
OFFICE					
BUILDINGS					
INTERIOR					
301	Clean old paint, repair plaster, prime and smooth surface (at least * coats of * color latex paint). [<i>Note to Contracting Officer: you may want walls washed with detergent.</i>]	Sqm ¹	*	*	*
302	Painting walls, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
303	Painting ceilings, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
304	Painting trim/baseboards, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
305	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Sqm ¹	*	*	*
306	Varnishing/shellacking of woodwork	Sqm ¹	*	*	*
307	Removal of wallpaper	Sqm ¹	*	*	*
308	Textured surfaces preparatory work	Sqm ¹	*	*	*
309	Painting of textured surfaces	Sqm ¹	*	*	*
Total Estimated Amount:					*

¹Sqm = square meter

²This estimated amount is based on total estimated Government requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

[Note to Contracting Officer: Include the following categories also, if needed, or tailor to fit post needs and specify any other line items needed for related services.]

OFFICE
BUILDINGS
EXTERIOR

RESIDENCES
INTERIOR

RESIDENCES
EXTERIOR

B. Contract Minimum And Maximum Amounts

[Note to Contracting Officer: If multiple awards are made, each contract will have a minimum that must be met by the Government. While the minimum must be more than a nominal amount, ensure that it is not so high that it cannot be met by the Government for all contracts awarded. We suggest a minimum of approximately 5% of the anticipated annual amount for all painting. The contract maximum must be high enough that it is not exceeded by any one contract.]

1. Contract Minimum. During the contract period, the Government shall place orders for a minimum of *[Note to Contracting Officer: insert a minimum in local currency or USD]*. This is the contract minimum for this period of performance.

2. Contract Maximum. During the contract period, the amount of all orders shall not exceed *[Note to Contracting Officer: insert a maximum in local currency or USD]*. This is the contract maximum for this period of performance.

7. PRICING – OPTION YEAR FOUR

A. The Contractor shall provide the services shown below for Option Year 4, starting four years after the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

[Note to Contracting Officer:

- *Column 1 - Sequentially number all items to be purchased*
- *Column 2 – Short description of item; revise as necessary*
- *Column 3 – Fill in unit of measure, such as sqm (square meters)*
- *Column 4 – Offeror will complete*
- *Column 5 – Contracting Officer includes estimated quantity*
- *Column 6 – Offeror will complete*
- *Total Price – Offeror will complete]*

[*Note to Contracting Officer: when adding prices, quantities, totals, etc., into this table format, please begin typing at the asterisk symbol within each cell.*]

<u>Contract</u> <u>Line Item</u> <u>Number</u>	<u>Description of Service</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Est.</u> <u>Quantity</u> ²	<u>Est.</u> <u>Total</u>
OFFICE BUILDINGS INTERIOR					
401	Clean old paint, repair plaster, prime and smooth surface (at least * coats of * color latex paint). [<i>Note to Contracting Officer: you may want walls washed with detergent.</i>]	Sqm ¹	*	*	*
402	Painting walls, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
403	Painting ceilings, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
404	Painting trim/baseboards, one coat, oil-based glossy finish [<i>Note to Contracting Officer: or specify latex, satin, flat, multiple coats, new wood or plaster vs. old, etc.</i>] following surface preparation.	Sqm ¹	*	*	*
405	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Sqm ¹	*	*	*
406	Varnishing/shellacking of woodwork	Sqm ¹	*	*	*
407	Removal of wallpaper	Sqm ¹	*	*	*
408	Textured surfaces preparatory work	Sqm ¹	*	*	*
409	Painting of textured surfaces	Sqm ¹	*	*	*
<u>Total Estimated Amount:</u>					*

¹Sqm = square meter

²This estimated amount is based on total estimated Government requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

[Note to Contracting Officer: Include the following categories also, if needed, or tailor to fit post needs and specify any other line items needed for related services.]

OFFICE
BUILDINGS
EXTERIOR

RESIDENCES
INTERIOR

RESIDENCES
EXTERIOR

B. Contract Minimum and Maximum Amounts

[Note to Contracting Officer: If multiple awards are made, each contract will have a minimum that must be met by the Government. While the minimum must be more than a nominal amount, ensure that it is not so high that it cannot be met by the Government for all contracts awarded. We suggest a minimum of approximately 5% of the anticipated annual amount for all painting. The contract maximum must be high enough that it is not exceeded by any one contract.]

1. Contract Minimum. During the contract period, the Government shall place orders for a minimum of *[Note to Contracting Officer: insert a minimum in local currency or USD]*. This is the contract minimum for this period of performance.

2. Contract Maximum. During the contract period, the amount of all orders shall not exceed *[Note to Contracting Officer: insert a maximum in local currency or USD]*. This is the contract maximum for this period of performance.

C. Grand Total Estimated Contract Amount

The quoter shall complete this blank as part of the quote.

The Grand Total Estimated Contract Amount for the base and all optional periods of performance is _____.

8. RESERVED

9. EFFECTIVE ORDERING PERIOD

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten

(10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start. [*Note to Contracting Officer: obtain sample notice to proceed from A/OPE web site on Internet or Intranet under “Letters and other documents.”*
There are two alternate methods of stating a performance period: specific dates (such as January 1 through December 31) or starting on date of award and continuing for a period of twelve months; revise this section if using either alternative.]

- A. The effective ordering period under this contract starts on date shown in the Notice to Proceed and continues for twelve months.
- B. The Government may extend this contract under FAR 52.217-9, “Option to Extend the Term of the Contract” and 52.217-8, “Option to Extend Services”.

10. COMPLETION DATES UNDER TASK ORDERS

A. The Contractor shall have a minimum of [*Note to Contracting Officer: fill in number*] days in order to commence work under each task order issued.

[Note to Contracting Officer: the Contractor needs to know how long it will have to complete work under a task order. While each task order must state a required completion date, for purposes of the contract, the Contractor is entitled to know in general how long it will have to complete work of a specific quantity. This also will help offerors know whether they have the resources to contract with the Embassy for its painting needs.

One way to express this is to express work in terms of square meters. For example, for each 500 square meters of painting, the Contractor might be given one day to complete. Or you may desire to express time periods to complete based on number of rooms in an apartment, if you will commonly require an entire apartment to be painted. An example is shown in paragraph B. Feel free to change this as appropriate.]

B. The following are minimum completion times that will be included in individual task orders, dependent upon the type and amount of work to be done:

Painting Interior Walls, up to 1000 square meters – two days
Painting Interior Walls, 1001 to 2000 square meters – four days
Painting Exterior Walls, up to 1000 square meters – two days

11. ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, this acceptance shall be binding on the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision 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, or;
- (3) excuse or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

12. WORKING HOURS

The Contractor shall perform all work during [*Note to Contracting Officer: fill in time and days*] except for the holidays identified in Section I, DOSAR 652.237-82, "Observance of Legal Holidays and Administrative Leave. The Contracting Officer may approve other hours, if the Contractor gives at least 24 hours advance notice. Contractor initiated changes in work hours will not be a cause for a price increase.

13. TASK ORDERS

A. General. The Government will order all services under this contract on a Delivery/Task Order Form [*Note to Contracting Officer: insert either "OF 347" or "OF 206"*] (Attachment 1), issued by the Contracting Officer, as the need arises.

B. Content Task orders shall include:

[*Note to Contracting Officer: add to this list as necessary, but the listed items are mandatory*]

- Date of order
- Contract number
- Task Order number
- Location of property
- Amount of work (square meters or linear meters)
- Required completion date

C. Procedures

1. Before issuing a task order, the Government may issue a written request for quotation that includes the work to be performed and the required completion date. The Contractor shall respond to that request for quotation in writing within three working days to the following address:

[Note to Contracting Officer: If the above procedure is needed, fill in address. This should be the Contracting Officer's address, not that of the COR.]

Alternatively, the Government may simply issue a firm-fixed price task order, if it has the measurements of the work to be performed.

2. If requested to submit a firm-fixed price quotation for a task order, the Contractor shall compute a price for the required work by multiplying the unit prices in Section B by the amount of work required.

[Note to Contracting Officer: include paragraph 12 if there is a possibility that more than one contract will be awarded. Otherwise, mark "RESERVED"]

14. SELECTION OF AWARDEE FOR INDIVIDUAL TASK ORDERS

A. If more than one Contractor receives an award for these services, the following procedures shall govern the issuance of individual task orders. The Contractor shall perform no work without a task order issued by the Contracting Officer.

B. As the need for services arises, the Government will develop a price estimate. If the estimate does not exceed US\$2500, the Government will follow the procedures in paragraph C. below. If the estimate exceeds US\$2500, the Government will follow the procedures in paragraph D. below.

C. Orders not exceeding US\$2500 - The Government will select a Contractor for the task order. This decision will be based on the Government's best interests, which may include factors such as estimated price; past performance record; need to meet contractual minimums; or desire to avoid exceeding task order limitations set forth in Section I, FAR 52.216-19, "Order Limitations".

D. Orders exceeding US\$2500

1. Unless one of the exceptions in paragraph E. below applies, the Government will make its award selection based on the prices in the contract and past performance information gained as a result of Contractor performance under this contract.

2. Selection of Contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases

the scope, period, or maximum value of the contract. The Department of State has an Acquisition Ombudsman who will review complaints by Contractors to ensure that all Contractors are afforded a fair opportunity to be considered for these task orders under the terms of this contract.

E. Exceptions to the procedures in Paragraph D above:

1. The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or

2. It is necessary to place an order to satisfy a minimum guarantee.

1. DELIVERABLES

The Contractor shall delivery the following items under this contract:

[Note to Contracting Officer:

- *for the deliverable for I.1, change this to reflect frequency required*
- *Contracting Officer may need to add other data required by the specifications]*

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to</u>
Insurance	1	10 days after Award	Contracting Officer
Safety Plan	1	10 days after Award	COR
List of Personnel	1	10 days after Award	COR
Construction Schedule	1	identified in each task order	COR
Payment Request/Invoice	1	completion of each task order	COR

16. INSURANCE

A. Amount of Insurance

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

[Note to Contracting Officer: fill in amounts for each type of insurance listed below]

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in U.S. Dollars:
Per Occurrence \$ _____
Cumulative \$ _____

2. Property Damage on or off the site in U.S. Dollars:
Per Occurrence \$ _____
Cumulative \$ _____

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

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

- (a) any property of the Contractor,
 - (b) its officers,
 - (c) agents,
 - (d) servants,
 - (e) employees, or
 - (f) 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, 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.

B. 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.

C. Insurance-Related Disputes

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

D. Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within ten (10) 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.

17. LANGUAGE PROFICIENCY

The project 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.

18. LAWS AND REGULATIONS

A. Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the contractor shall comply with the more stringent of:

- (a) the requirements of such laws, regulations and orders; or
- (b) the contract.

If a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

B. 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.

C. Evidence of Compliance

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

19. SAFETY – ACCIDENT PREVENTION

A. General. The Contractor shall provide and maintain work environments and procedures that 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:

- (a) Provide appropriate safety barricades, signs and signal lights;
- (b) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
- (c) Take any additional measures the Contracting Officer determines to be reasonably necessary for this purpose.

B. Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in:

- (1) death,
- (2) traumatic injury,
- (3) occupational disease, or
- (4) damage to or theft or loss of property, materials, supplies, or equipment.

The Contractor shall report this data as directed by the Contracting Officer.

C. Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

D. Written Program. Before starting 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 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. The Contractor shall immediately take corrective action after receiving the notice. 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 for any suspension of work issued under this clause.

20. CONSTRUCTION PERSONNEL

A. Removal of Personnel

The Contractor shall:

- (1) maintain discipline at the site and at all times;
- (2) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
- (3) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer determines:

- (1) incompetent,
- (2) careless,
- (3) insubordinate or
- (4) otherwise objectionable, or
- (5) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

B. Construction 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

[*Note to Contracting Officer: add other information needed here*]

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. These passes must be displayed visibly by all Contractor personnel working on site. The Contractor shall inform its employees to be used under this contract that they may be subject to search by the Government when entering or leaving work. The Contractor shall return all passes upon conclusion of the contract.

21. MATERIALS AND EQUIPMENT

A. General. The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. No materials will be furnished by the Government.

B. Selection and Approval of Materials

1. 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.
2. Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:
 - (a) the names of the manufacturer;
 - (b) model number;
 - (c) source of procurement of each such product, material or equipment; and
 - (d) other pertinent information concerning the:
 - (i) nature,
 - (ii) appearance,
 - (iii) dimensions,
 - (iv) performance,
 - (v) capacity, and
 - (vi) rating,unless otherwise required by the Contracting Officer.
3. The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register ten (10) days after contract

award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

C. 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.

22. WARRANTIES

Under FAR 52.212-4, Contract Terms and Conditions-Commercial Items, the Contractor warrants items and services provided. The Contractor shall obtain and furnish to the Government all information that is required in order to make any subcontractors, manufacturers, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both 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.

23. PAYMENT

The Contractor shall submit invoices as instructed by FAR 52.212-4(g). The Government will make payment for all work under an individual task order in a lump sum for all completed and accepted work.

[Note to Contracting Officer: insert the address to which invoices are to be directed. Use the address of the FMO. The FMO will log in receipt of invoices and forward to the COR for review and approval]

24. VALUE ADDED TAX (VAT)

[Note to Contracting Officer: insert the following clause if supplies/equipment are being imported and a Value Added Tax or duty will have to be paid on them.]

The Contractor shall show VAT as a separate charge on invoices submitted.

CONTINUATION TO SF-1449, RFQ NUMBER [INSERT NUMBER]
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. APPLICABLE PAINTING STANDARDS/PAINT SPECIFICATIONS

Painting and preparatory work shall follow [*Note to Contracting Officer: specify local standards, if any*]. Paint used shall be [*Note to Contracting Officer: specify types, colors, etc.; include any applicable brand name or equal descriptions*]

2. PREPARATION/PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, carpets, or windows). The Contractor shall move, protect and return such property to its original position upon completion of work in that area.

The Contractor shall first remove or protect furnishings (such as furniture and rugs) by appropriate covering. The Contractor shall protect floors from soiling and paint spills. Wooden floors shall not be washed under any circumstances. To protect floors (of all types) from damage, the Contractor shall use a suitable protective cover. The Contractor shall also equip ladders and scaffolding with clean rubber shoes or similar protection devices.

If the Contractor spills any paint, or in any way soils the floors, the Contractor shall clean up using a specialist floor finishing company at the Contractor's expense. After completion of the painting work, the Contractor shall return all furnishings to their original position, and clean the work area free of litter and debris.

3. UTILITIES

The Government cannot ensure that utilities will be available at all properties at all times. The Contractor shall have an alternate source of power (generator) available if needed to ensure that paint will be applied following the manufacturer's specifications. The Contractor shall not adjust the heating or air conditioning controls in properties with utilities turned on to maintain temperature. The Contractor shall have its own source of water available for clean up if water has been turned off in the property for winterization of the plumbing system.

4. EQUIPMENT

The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. The Government will not furnish any materials.

5. TECHNICAL SPECIFICATIONS FOR PAINTING WORK

1. Interior and Exterior Painting

Paint surfaces as directed by the task order. Match paint to similar adjacent materials or surfaces.

- (a) **Paint:** This category includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- (b) **Product Data:** The Contractor shall submit manufacturer's technical information, label analysis, and application instructions to the COR for each paint material proposed for use, prior to starting work. The Contractor shall list each material and cross-reference specific coating and finish system and application as an attachment to the above submittal. The Contractor shall identify each material by the manufacturer's catalog number and general classification.
- (c) **Single Source Responsibility:** The Contractor shall provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- (d) **Material Quality:** The Contractor shall provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification are not acceptable.
- (e) **Material Delivery:** The Contractor shall deliver materials to the job site in manufacturer's original, unopened packages and the containers shall bear the manufacturer's name and label with trade name and manufacturer's instructions.
- (f) **Material Storage:** The Contractor shall store materials not in use in tightly covered containers in a well ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). The Contractor shall protect materials from freezing and keep storage area neat and orderly. Contractor shall remove oily rags and waste daily.
- (g) **Project Conditions:** The Contractor shall not apply paint when the relative humidity exceeds 85 percent, or at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces. The Contractor shall apply paint only in temperatures that comply with the manufacturer's specifications.
- (h) **Preliminary Examination:** The Contractor shall examine substrates and conditions under which painting will be performed for compliance with

requirements and shall not begin application until unsatisfactory conditions have been corrected.

(i) Preparation:

(i) The Contractor shall remove hardware and hardware accessories, plates, light fixtures, and items in place that are not to be painted, or provide protection such as taping, prior to surface preparation and painting. (Taping includes windows, door jams, etc.)

(ii) The Contractor shall clean and prepare surfaces to be painted following the manufacturer's instructions before applying paint or surface treatments. This preparation includes removal of oil, dust, direct, loose rust, mildew, peeling paint or other contamination to ensure good adhesion. In some cases, the Contractor may be requested to remove all existing coats of paint and sealers if prior paint application is showing signs of improper adhesion, such as peeling, chipping, etc. All surfaces must be clean and dry. The Contractor shall schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces.

(iii) The Contractor shall notify the Contracting Officer or COR of problems anticipated for any minor preparatory work required, such as but not limited to, filling nail holes, cleaning surfaces to be painted, and priming any requisite areas. Plan preparatory work as most units in residential areas will have nail holes or areas that will need to be primed or sealed. Replace all electrical covers with new covers after painting.

(j) Materials Preparation: The Contractor shall mix and prepare paint following the manufacturer's directions.

(k) Application: The Contractor shall apply paint following the manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

(i) Unless otherwise specified, the Contractor shall use a high quality semi-gloss latex paint (containing no lead or mercury) for all kitchens, baths, laundry areas, door frames, and window frames. The Contractor shall use a flat or satin flat latex base paint (containing no lead or mercury) in the remainder of the unit. The color shall be consistent with the balance of the room, which will normally be an off-white. The Contractor shall provide samples of

the color on sample of the type of material to be painted before actual paint date is scheduled.

- (ii) On exterior surfaces, the Contractor shall apply a high quality exterior grade latex base paint that matches as closely as possible the existing color on the exterior of the property, or a color as otherwise specified by the COR. Prior to painting, the Contractor shall scrape, sand, fill, and prime the surface with a latex base primer. The Contractor should plan on extensive preparatory work prior to painting. The Contractor shall not apply exterior paint in snow, rain, fog or mist, or when the relative humidity exceeds 85 percent; or to damp or wet surfaces.
- (iii) The Contractor shall provide finish coats that are compatible with primers used.
- (iv) The number of coats and film thickness required is the same regardless of application method. The Contractor shall not apply succeeding coats until previous coat has cured. The Contractor shall sand between applications where required to produce a smooth, even surface.
- (v) The Contractor shall apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color, and appearance.
- (l) Scheduling Painting: The Contractor shall apply the first coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable, and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried.
- (m) Minimum Coating Thickness: The Contractor shall apply materials at the manufacturer's recommended spreading rate. The Contractor shall provide a total dry film thickness of the system as recommended by the manufacturer.
- (n) Prime Coats: Before application of finish coats, the Contractor shall apply a prime coat as recommended by the manufacturer to material required to be painted or finished, and which has not been prime coated.
- (o) Brush Application: The Contractor shall brush-out and work brush coats into surfaces in an even film. The Contractor shall eliminate cloudiness, spotting, laps, brush marks, runs, sags, ropiness, or other surface

imperfections. The Contractor shall draw neat glass lines and color breaks.

The Contractor shall apply primers and first coats by brush unless manufacturer's instructions permit use of mechanical applicators.

- (p) Mechanical Applications: The Contractor shall use mechanical methods for paint application when permitted by manufacturer's recommendations, governing ordinances, and trade union regulations.

Wherever spray application is used, the Contractor shall apply each coat to provide the equivalent hiding of brush-applied coats. The Contractor shall not double-back with spray equipment building-up film thickness of two coats in one pass, unless recommended by the manufacturer.

- (q) Upon completion of painting, the Contractor shall clean the glass and paint-spattered surfaces. The Contractor shall remove spattered paint by washing, scraping or other proper methods, using care not to scratch or damage adjacent finished surfaces.
- (r) The Contractor shall remove temporary protective wrappings after completion of painting operations.

2. Drywall/Plaster Repair

The Contractor shall patch defective drywall with a similar thickness and fire-rated drywall. Joints shall be taped in a manner so they are not readily visible. The patch shall be textured with a texture consistent with the rest of the surface being patched. The Contractor shall set and spackle all nail heads. The Contractor shall tape joints and cover them with a joint compound. The Contractor shall sand smooth spackled nail heads and tape joints and remove all dust prior to painting. The Contractor shall spackle exterior surfaces with exterior grade compounds.

3. Texture Only - Walls

Occasionally, the Government may require a wall to be textured that has not previously been textured. The Contractor shall prepare the wall by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After preparatory work, the Contractor shall furnish and apply a texture type material. If any other walls within that room are textured, the texture material shall closely match the texture of any other existing textured walls in that room. The Contractor shall not be required to do less than one room on any individual task order.

4. Texture Only - Ceiling

Occasionally the Government may require a ceiling to be textured that has not previously been textured. The Contractor shall prepare the ceiling by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After preparatory work, the Contractor shall furnish and apply an "Acoustic" type texture.

5. Paint Exterior Trim

The Contractor shall apply a high quality exterior grade latex base paint that matches as closely as possible the existing color on the exterior trim of the property, or a color as specified by the Contracting Officer. The Contractor shall scrap, sand, fill, and prime the trim with a latex base primer, prior to painting. The Contractor shall plan on extensive preparatory work prior to painting. The specifications for exterior paint apply, unless otherwise specified in the task order.

6. Remove Wall Covering

Upon assignment by task order, the Contractor shall remove the designated wall covering (wallpaper, cork, mirror, tile, etc.). After removing the wall covering, the Contractor shall clean and make ready for painting the area. The Contractor shall remove and properly dispose of the old wall covering.

7. Plaster

The Contractor shall repair any damaged interior or exterior plaster as directed by the COR. The plaster material shall be of a similar material that matches as closely as possible the existing plaster in texture and color.

8. Stucco

The Contractor shall repair any damaged stucco and remove any loose stucco before applying paint.

ATTACHMENT 1

GOVERNMENT FURNISHED PROPERTY

[Note to Contracting Officer: list any items which will be available for Contractor's use. Description of items should include quantity, description, and condition of the items. If no items will be available, fill in the word "NONE".]

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013) is incorporated by reference. (See SF-1449, block 27a).

[While the FAR allows certain paragraphs of 52.212-4 to be tailored, the contracting officer should consult A/OPE before tailoring any of the language. Keep in mind that paragraphs (b), (d), (g), (i), (q), and (r) of 52.212-4 may not be tailored.]

[If there is no addendum to 52.212-4, leave this as “none”.]

[NOTE TO CONTRACTING OFFICER - FAR clause 52.212-5 may NOT be tailored, e.g., you may not delete any portion of it. The clause requires you to place an “X” next to the portions which lead with a ___ tick box. We have provided guidance below. Be sure to highlight any tick marks when you send to OPE for review.]

Paragraph (b), check as appropriate:

(1) Check if requirement exceeds \$150,000.

(2) Check if requirement exceeds \$5,000,000 and the performance period is 120 days or more.

(3) Not applicable overseas.

(4) Check if requirement exceeds \$25,000.

(5) and (6) are not applicable.

(7) Check if requirement exceeds \$500,000.

(8) through (26) are not applicable.

(27) Check if requirement is for supplies and exceeds the micro-purchase threshold.

(28, 29 and 30) Check if requirement for supplies exceeds \$10,000 and is awarded to a U.S. firm, or is for services exceeding \$10,000 and is awarded to a U.S. firm whose employees performing the work were recruited within the U.S.

(31) Do not check if both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island. Otherwise, contact your OPE Desk Officer for instructions.

(32) Check if you have included clause 52.222-35.

(33) Check if any of the work will be performed in the U.S. and the requirement exceeds the simplified acquisition threshold.

(34) Do not check since you are contracting only for work that will be performed outside of the United States. If some of your work will be performed inside the U.S., contact your OPE Desk Officer.

(35i and ii) Check if the requirement exceeds \$150,000 and is for or specifies the use of EPA designated items containing recovered materials. If technical personnel advise that estimates can be verified, use the clause with its Alternate I.

(36) Unless exempt pursuant to FAR 23.204 check this clause when energy-consuming products listed in the ENERGY STAR® Program or FEMP will be—

(a) Delivered;

(b) Acquired by the contractor for use in performing services at a Federally-controlled facility;

(c) Furnished by the contractor for use by the Government; or

(d) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(37i and ii) Unless an exception has been approved in accordance with FAR 23.705(c), insert the clause at 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products, in all solicitations and contracts for— (i) Personal computer products; (ii) Services that require furnishing of personal computer products for use by the Government; or (iii) Contractor operation of Government-owned facilities. Use the clause with its Alternate I when there are sufficient EPEAT Silver registered products available to meet agency needs.

(38) Check this clause.

(39) and (40) are not applicable.

(41) Check if the requirement will be \$202,000 or more, if the acquisition is covered by the WTO GPA (see FAR Subpart 25.4) and the agency has determined that the restrictions of the Buy American Act are not applicable to US made end products. If the agency has not made such a determination, the Contracting Officer must follow agency procedures.

(42) Check if the requirement is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC.

(43) through (45) are not applicable.

(46) Check this clause.

(47) Check this clause after obtaining guidance from your OPE Desk Officer and the offeror has requested installation/progress payments in their offer.

(48) Check if payment will be made by EFT and the Contractor has registered in the CCR.

(49) Check if payment will be made by EFT or other means, e.g. check, and the Contractor has not registered in the CCR.

(50) and (51) are not applicable.

(52i and ii) Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels. Check Alternate I if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels.

Paragraph (c) is not applicable

Paragraph (e) applies only if award is made to a U.S. firm:

(ix) Alternate I check if local law identifies “off-limits establishments”]

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

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

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

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

— (6) 52.209-6, *Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment*. (Aug 2013) (31 U.S.C. 6101 note).

— (7) 52.209-9, *Updates of Publicly Available Information Regarding Responsibility Matters* (Jul 2013) (41 U.S.C. 2313).

— (8) 52.209-10, *Prohibition on Contracting with Inverted Domestic Corporations* (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

— (9) 52.219-3, *Notice of HUBZone Set-Aside or Sole-Source Award* (Nov 2011) (15 U.S.C. 657a).

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

— (11) [Reserved]

— (12)(i) 52.219-6, *Notice of Total Small Business Set-Aside* (Nov 2011) (15 U.S.C. 644).

— (ii) *Alternate I* (Nov 2011).

— (iii) *Alternate II* (Nov 2011).

— (13)(i) 52.219-7, *Notice of Partial Small Business Set-Aside* (June 2003) (15 U.S.C. 644).

— (ii) *Alternate I* (Oct 1995) of 52.219-7.

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

— (14) 52.219-8, *Utilization of Small Business Concerns* (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

— (15)(i) 52.219-9, *Small Business Subcontracting Plan* (Jul 2013) (15 U.S.C. 637(d)(4)).

— (ii) *Alternate I* (Oct 2001) of 52.219-9.

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

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

— (16) 52.219-13, *Notice of Set-Aside of Orders* (Nov 2011)(15 U.S.C. 644(r)).

— (17) 52.219-14, *Limitations on Subcontracting* (Nov 2011) (15 U.S.C. 637(a)(14)).

— (18) 52.219-16, *Liquidated Damages—Subcontracting Plan* (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

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

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

— (20) 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting* (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

— (21) 52.219-26, *Small Disadvantaged Business Participation Program—Incentive Subcontracting* (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

— (22) 52.219-27, *Notice of Service-Disabled Veteran-Owned Small Business Set-Aside* (Nov 2011) (15 U.S.C. 657 f).

— (23) 52.219-28, *Post Award Small Business Program Rerepresentation* (Jul 2013) (15 U.S.C. 632(a)(2)).

- (24) 52.219-29, *Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013)* (15 U.S.C. 637(m)).
- (25) 52.219-30, *Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013)* (15 U.S.C. 637(m)).
- (26) 52.222-3, *Convict Labor (June 2003)* (E.O. 11755).
- (27) 52.222-19, *Child Labor—Cooperation with Authorities and Remedies (Mar 2012)* (E.O. 13126).
- (28) 52.222-21, *Prohibition of Segregated Facilities (Feb 1999)*.
- (29) 52.222-26, *Equal Opportunity (Mar 2007)* (E.O. 11246).
- (30) 52.222-35, *Equal Opportunity for Veterans (Sep 2010)*(38 U.S.C. 4212).
- (31) 52.222-36, *Affirmative Action for Workers with Disabilities (Oct 2010)* (29 U.S.C. 793).
- (32) 52.222-37, *Employment Reports on Veterans (SEP 2010)* (38 U.S.C. 4212).
- (33) 52.222-40, *Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)* (E.O. 13496).
- (34) 52.222-54, *Employment Eligibility Verification (JUL 2012)*. (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, *Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008)* (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, *Energy Efficiency in Energy-Consuming Products (DEC 2007)* (42 U.S.C. 8259b).
- (37)(i) 52.223-16, *IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)* (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)* (E.O. 13513).
- (39) 52.225-1, *Buy American Act—Supplies (Feb 2009)* (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, *Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012)* (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (Mar 2012) of 52.225-3.
- (iii) Alternate II (Mar 2012) of 52.225-3.
- (iv) Alternate III (Nov 2012) of 52.225-3.
- (41) 52.225-5, *Trade Agreements (SEPT 2013)* (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (42) 52.225-13, *Restrictions on Certain Foreign Purchases (June 2008)* (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

— (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

— (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

— (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

— (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

— (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

— (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

— (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

— (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

[Contracting Officer check as appropriate.]

— (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

— (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

— (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

— (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

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

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

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:
<http://acquisition.gov/far/index.html> 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 or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

[Note to Contracting Officer: if Contractor personnel on USG property add below clause]

52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
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[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 of location is danger zone.]

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

[Note to Contracting Officer: If the Contractor will be paid using EFT, delete the following clause, as it is already incorporated into 52.212-4 above.]

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

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **[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 than **[Note to Contracting Officer: insert dollar figure or quantity]**;
 - (2) Any order for a combination of items in excess of than **[Note to Contracting Officer: insert dollar figure or quantity]**; or
 - (3) A series of orders from the same ordering office within than **[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 than [*Note to Contracting Officer: insert 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.

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 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.

[*Note to Contracting Officer: Include the following clause if this purchase order includes optional periods of performance.*]

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 [*Note to Contracting Officer: insert months or years*].

[*Note to Contracting Officer: Include the following clause if this is a purchase order that will cross fiscal years and is an indefinite-delivery indefinite-quantity type purchase order.*]

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.

[*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 PAYMENT TO SMALL BUSINESS
SUBCONTRACTORS (AUG 2012) (DEVIATION)

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.

The following DOSAR clauses are provided in full text:

[*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.*]

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
ISSUANCE (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)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

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

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

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

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

(End of clause)

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

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

[Note to Contracting Officer: Include the following sentence if VAT will apply to this contract:] The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

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

[Note to Contracting Officer:

- ***Include this clause if the contractor will need to know when the Embassy will be open so painting services can be provided.***
- ***Add local holidays to the list in paragraph a) of the clause.***

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

All work shall be performed during [*Note to Contracting Officer: fill in time and days*] except for the holidays identified below. Other hours 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.

- 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

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.

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*].

[*Note to Contracting Officer: Include 652.225-71 clause below if acquisition is estimated to exceed \$150,000.*]

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.

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.

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.

***[Note to Contracting Officer – See instructions on whether to add DBA clause
652.228-71 Worker's Compensation Insurance (Defense Base Act) – Services (JUNE 2006)]
If this clause is included mark paragraphs b, c, d, e and f as "RESERVED."/>***

SECTION 3 - SOLICITATION PROVISIONS

[Note to Contracting Officer: While the FAR allows certain paragraphs of 52.212-1 to be tailored, consult A/OPE before tailoring any of the language. If there is no addendum to 52.212-1, leave this as “none”.]

FAR 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JUL 2013) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

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

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

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

[Note to Contracting Officer: revise, add to, or delete from the following list, as needed. For example, you may want to add a requirement for company brochure, technical proposal, client list, financial statement, etc.]

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

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

3. List of clients over the past _____ (***Note to CO: insert the number of years***) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in _____ (***Note to CO: insert the country where the services shall be performed***) then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client’s contact person. In addition, the client’s contact person may be asked to comment on the offeror’s:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

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

5. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided. ***(Note to CO: If there are any other unique requirements for doing business or restrictions in terms of doing business in the host country, then you need to ensure these are highlighted. For example, if there is a local law which precludes foreign firms from providing services, you need to identify the law.)***

6. The offeror's strategic plan for _____ ***[Note to CO: Insert the services which shall be performed]*** services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

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

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

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

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

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

[Note to Contracting Officer: Include below provision(s) if estimate of contract is over \$500,000.]

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

[Note to Contracting Officer: add the following if holding a site visit]

52.237-1 SITE VISIT (APR 1984)

[Note to Contracting Officer: fill in all blanks, using the prompts in the provision]

The site visit will be held on _____(date) at _____ (local time) at _____ (location). Prospective offerors/quoters should contact _____ for additional information or to arrange entry to the building.

The following DOSAR provision is provided in full text:
652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

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

If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or by writing 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, [*insert name*], at [*insert 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) 516-1696, by fax at (703) 875-6155, or by writing to:

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

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options, if any.
- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

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

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

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

[Note to Contracting Officer - FAR provision 52.212-3 may NOT be tailored, e.g., you may not delete any portion of it. However, posts may add that paragraphs (c), (d), (f), and (g), can be reserved if vendors are all overseas vendors. If Post expects some U.S. firms, then those paragraphs must remain in Representations/Certifications. Paragraph (h) applies only if the contract value is expected to exceed the simplified acquisition threshold. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA. The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b). Paragraph (j) does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.]

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2013)

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

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

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

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

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

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

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

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

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It *o* is, *o* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *o* has, *o* has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

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

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

(ii) It *o* is, *o* is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

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

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

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Line Item No. Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

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

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

Other End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate

whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) *o* Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[*The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror *o* does *o* does not certify that—

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

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

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

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror *o* does *o* does not certify that—

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

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

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

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

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

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

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

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

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

(3) *Taxpayer Identification Number (TIN)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

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

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

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

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

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

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) *Common parent*.

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

o Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

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

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (See Department of Treasury, Office of Foreign Assets Control's (OFAC) Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>.)

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

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

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

(End of provision)

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

[Note to Contracting Officer: Only include provision below if this acquisition is estimated to exceed \$150,000.]

The following DOSAR provision is provided in full text:

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.

[Note to Contracting Officer: see instructions on whether to include the following DOSAR provision.]

Note to bidder/offeror: 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 (DBA) 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>.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES
(JUNE 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:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(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.

(End of provision)