SECTION A

SECTION B
-SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, supplies and equipment, as identified in this solicitation and Exhibit I, for maintenance services for six (6) pieces of laboratory equipments CDC/PEPFAR as described in Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, of this contract and exhibits attached in Section J.

B.2 TYPE OF CONTRACT

This is a fixed price type contract for scheduled maintenance services for 4 pieces of ROCHE/COBAS laboratory equipments.

B.3 PRICES/COSTS

B.3.1 Value Added Tax

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

B.3.2 All prices shall be submitted in ***local currency (XOF)***

B.3.3 Scheduled Maintenance Services

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

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

B.3.4 Unscheduled Services

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

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

B. 3.5 Emergency Services

(a) Emergency services shall be issued and priced at the same rates as unscheduled services, however, work that is required beyond normal working hours or days (see F.8) or 40 hours per week or 8 hours per day and meet the definition of emergency services as defined in C.1.3 may use overtime rates as fixed below.

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

B.3.6 Ordering

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

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

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

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

B.4 BASE PERIOD PRICES

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

_____XOF per year

B.5 FIRST OPTION YEAR PRICES

	TOTAL YEAR
Base year	
Option year 1	
Option year 2	
Option year 3	
Option year 4	

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. INTRODUCTION

C.1.1. General. The ***US Embassy, Abidjan*** requires a maintenance service Contractor to perform both scheduled and unscheduled work orders on US Government owned and long term leased properties. The Contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required in this contract. The Contractor shall designate an English speaking representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the U.S.

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

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

C.1.3. Definitions.

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

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

"CMP" is a comprehensive maintenance plan

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

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

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

"EOB" means Embassy Office Building.

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

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

"HVAC" means Heating Ventilating Air Conditioning.

“Make Readies” should be negotiated as unscheduled work orders.

"NOB" means New Office Building

"PM" means Preventive Maintenance

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

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

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

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

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

C.1.5. Duties and Responsibilities.

PREVENTIVE MAINTENANCE OF ROCHE EQUIPMENTS

SCOPE OF WORK

Equipements :

List of ROCHE equipments

- One(1) COBAS INTEGRA 400 Plus
- One(1) HITACHI/COBAS C311
- Two(2) COBAS TaqMan 48
- Two(2) COBAS AMPLIPREP

Name and Address of Contractor : ROCHE DIAGNOSTICS

COBAS INTEGRA 400 Plus

Purpose

The COBAS INTEGRA 400 Plus is a clinical chemistry analyzer manufactured by ROCHE DIAGNOSTICS. It is used in Clinical Diagnostic Unit of CDC/PEPFAR(Projet RETRO-CI) laboratory for the determination of glycemia, kidney and liver function tests (creatinin, ALAT, ASAT) for the laboratory monitoring of Anti-Retroviral Therapy toxicity among HIV-infected patients on ARV treatment..

The periodic preventive maintenance of the COBAS INTEGRA 400 Plus is required to ensure optimal functioning and accuracy of the results and continue service delivery to HIV infected patients.

Scope of Maintenance services (work to be performed) for COBAS INTEGRA 400 Plus

- Provide preventative maintenance kits

- Provide installation of technical modifications needed, in so far as these changes serve solely to increase the operating safety of the instrument.

- Provide maintenance checks including:

* Replacement of needles B and C

* Replacement of Teflon tips of syringes B and C

* Replacement of syringes B and C

* Replacement of ventilation filters

* Replacement of halogen bulb

* Deproteinization of needles

* Cleaning of needles and anti-projections

* Cleaning of internal basin, wash station, external basin, waste connector

* Cleaning of the machine

* Rebooting fluid system

* Saving of database

For more details see attachment " *COBAS Integra 400/400 plus Service Maintenance checklist*"

- Maintenance report

After each maintenance a written report signed by both parties is issued..

Schedule of Maintenance services

-Frequency will be once a year or as needed

Contract period

One(1) year

HITACHI/ COBAS C311

Purpose

The HITACHI/ COBAS C311 is a clinical chemistry analyzer manufactured by ROCHE DIAGNOSTICS. It is used in Clinical Diagnostic section of CDC/PEPFAR(Projet RETRO-CI) laboratory for the determination of glycemia, kidney and liver function tests (creatinin, ALAT, ASAT) for the laboratory monitoring of Anti-Retroviral Therapy toxicity among HIV-infected patients on ARV treatment..

The periodic preventive maintenance of the HITACHI/ COBAS C311 is required to ensure optimal functioning and accuracy of the results and continue service delivery to HIV infected patients.

Scope of Maintenance services (work to be performed) for HITACHI/COBAS C311

(See attachment: *"Maintenance and Inspection; Cobas C311")*

Schedule of Maintenance services

-Frequency will be every 6 months or as needed

Contract period

One(1) year

COBAS TaqMan 48

The COBAS TaqMan 48 is RT-PCR machine used in Molecular Diagnostic section of CDC/PEPFAR(Projet RETRO-CI) laboratory to perform HIV-1 viral load and conventional PCR and RT - PCR

-COBAS TaqMan is a real time PCR machine, which can perform more than 48 samples per 24 hours. It has an open program and can also be used to run any other diagnosis such as STI, Hepatitis etc...

-The maintenance of this device is very important as that assures optimal functioning of the instrument, quality results and lengthening instrument life and service delivery.

Scope of Maintenance services (work to be performed)

- Provide maintenance checks including:

-Clean initialization post

-Clean K-tube plat form

-Check all security system

Change the laser light

Schedule and Appointment

-Frequency will be every 6 months or as needed

-Work schedule and appointment will be given by vendor at the beginning of the contract

-Dates of work must be confirmed or postponed one week in advance by the vendor

-In case of postponed action, a new date will be given at least in one week according to the supervisor and the vendor.

Contract period

One(1) year

COBAS Ampliprep

The **C**OBAS Ampliprep machine is used in Molecular Diagnostic section of CDC/PEPFAR(Projet RETRO-CI) and IPCI laboratories for fully automated sample preparation and PCR set-up for routine PCR testing. It increases quality, safety and efficiency in our laboratory by replacing time consuming and error-prone manual sample purification. This machine is combined with the Cobas Taqman to perform HIV-1 viral load and conventional PCR and RT - PCR

-The maintenance of this device is very important as that assures optimal functioning of the instrument, quality results and lengthening instrument life.

Scope of Maintenance services (work to be performed)

(See attachment:

- " *COBAS AmpliPrep Service Maintenance checklist*"
- " *COBAS AmpliPrep Extended Service Maintenance checklist*"
- " *COBAS AmpliPrep Inspect/Replace list*"

Frequency will be every 6 months or as needed

- The regular change of its' spare parts allows keep it in good condition.

-Work schedule and appointment will be given by vendor at the beginning of the contract

- Dates of work must be confirmed or postponed one week in advance by the vendor

- In case of postponed action, a new date will be given at least in one week according to the supervisor and the vendor.

Contract period

One(1) year

Location of Roche equipments

				Location	
Item	ID Interne	NEPA	Serial Number	Room	Site
ROCHE COBAS INTEGRA 400 Plus	BIOCH 1		395404	70	CDC/RETRO-CI
ROCHE HITACHI/COBAS C311	BIOCH 1	87367	118419	70	CDC/RETRO-CI
ROCHE COBAS TaqMan 48		076766	1755	50 PCR-2	CDC/RETRO-CI
ROCHE COBAS TaqMan 48		087865	4322	50 PCR-2	CDC/RETRO-CI
ROCHE COBAS AMPLIPREP		85899	393950	50 PCR-2	CDC/RETRO-CI
ROCHE COBAS AMPLIPREP		85899	395260	50 PCR-2	CDC/RETRO-CI

COBAS® Integra 400/400*plus* Service Maintenance Checklist

Document Reference: iSDoc V7.21

Account Name: Type: 150,000 te

Instrument S/N: Acct. Number: Date:

Service Order #:

System Counters, # of tests:

#	Sequence Item	Action	Done
	Procedure		
1	Analyser Area	CL	☐
2	Check ABS Halogen lamp M23.2	CK/R	☐
3	All Workstations	L	☐
3	Cuvette Transport Area	CL	☐
4	Robotic Transfer Area	CL	☐
5	X- and Y-Transfer Guide Rails	L	☐
6	Transfer-Head Linear Bearing and Worm Gears	L	☐
7	Condition of the X-Motor Belt	CK/R	☐
8	Fluid and Pipetting Area	CL	☐
9	All Tubes, Connectors, Fittings, Vacuum Pump	I/R	☐
10	Ligacon Filters	R	☐
11	Seals, caps and tips	R	☐
12	Wash Syringe, Toothed bar Cogs, Bearing Sharfts	L	☐
13	Rack Area and Cooling Unit Area	CL	☐
14	Fluid and ventilation Filters	I/R	☐
15	ISE Module Area (if ISE installed and enabled)	CL	☐
16	Ligacon Filter of the Air Pump (if ISE installed and enabled)	R	☐
17	All Tubes, Connectors, Fittings	I/R	☐
18	Mix and Dry pressures (if ISE installed)	A	☐
19	ISE Module tubing (if ISE installed and enabled)	R	☐
20	ISE Washtime M85.1 (if ISE installed and enabled)	CK	☐
21	Power Supply Main without 36 Volts (Integra 400*plus* only)	CL	☐
22	Fans of the Fan Assembly Power Supply Main (Integra 400*plus* only)	CK/R	
23	Shock absorber (Auxiliary Front Panel)	CK	
	Final Checks		
1	Init process sucessfully finished	CK	☐
2	Prime Fluid System	CK	☐
3	Cuvette Transport	CK	☐

4	Analyzer Rotor Init. Position	CK	
5	Workstation Accuracy	CK	
6	Abs Air/Water Correction	CK	
7	Init Position Accuracy	CK	
8	Prime ISE and conditioning of ISE tubings (if ISE installed and enabled)	CK	
9	Check ISE Performance (if ISE installed and enabled)	CK	
10	Chemistry Controls	CK	
	CL= Clean, L= Lubricate, R= Replace, I/R= Inspect/Replace, CK= Check, PRT= Print		

FSR Name: Signature:

Customer Name: Signature:

COBAS® AmpliPrep Service Maintenance Checklist

Document Reference: iSDoc V7.22

Account Name: Type: SM

Instrument S/N: Acct. Number: Date:

Service Order #:

System Counters, # of tests:

#	Item Sequence	Action	Done	Due in
	Procedure			
1	Execution of User Maintenance	CK	☐	
2	Print Service Counters & System Counters	PRT	☐	
3	Instrument Main Cover, Loading Panel	CK	☐	
4	Filter for Fan 120mm, Electronic Rack (1pcs), Enviroment (3pcs)	R	☐	
5	Filter Air Power Supply	R	☐	
	Power Supply fan **Power Supply V1 only!**	CK	☐	
6	Filter Fan 78x250, Cooling Unit	R	☐	
7	Transfer Head 1 & 2, guide bars Z1, Z2, Z3 (12pcs) **Head V1 only!**	CL/L	☐	
8	Transfer Head 1 & 2, Z-spindles Z1, Z2, Z3 (6pcs) **Head V1 only!**	CL/L	☐	
9	Transfer Head 1 & 2, Air Pump spindles	L	☐	
10	X- and Y-transfer rails	CL/L	☐	
11	Transfer Head 1 & 2, O-Ring Gripper	CK/R	☐	
12	Bead Shaker Bearing	CL/L	☐	
	Bead Shaker,Vibration Dampers (4pcs)	R	☐	
13	Surface of the Loading / Working Area	CL	☐	
14	Scanner Window	CL	☐	
15	Separation Stations (5pcs)	CL	☐	
16	Wash Towers Left / Right	R	☐	
17	Syringe drive mechanism	CL/L	☐	
18	Fluid Connectors, Perform according I/R List	I/R	☐	
19	Rack SPU (3pcs)	R		
20	Rack Reagent, Sample. Perform according I/R List	I/R		
	Post Maintenance Checks			
1	Reset Counters	CK	☐	
2	Perform Startup Fluid System	CK	☐	
3	Air Pump Check	CK	☐	
4	Sample Recognition Check	CK	☐	
5	Check Scanner reading, insert rack in slot A, E, H	CK	☐	
6	Perform a RunIn as a function test	CK	☐	

CL= Clean, L= Lubricate, R= Replace, I/R= Inspect/Replace, CK= Check, PRT= Print

Additional Comments:
Kit Maintenance CAP SM Mat.No 05387230001
I/R parts are not included in the kit. Order according inspection result.

Work performed per requirements

FSR Name:	Signature:
Customer Name:	Signature:

COBAS® Integra 400/400*plus* Service Maintenance Checklist

Document Reference: iSDoc V7.21

Account Name: Type: 150,000 te

Instrument S/N: Acct. Number: Date:

Service Order #:

System Counters, # of tests:

#	Sequence Item	Action	Done
	Procedure		
1	Analyser Area	CL	☐
2	Check ABS Halogen lamp M23.2	CK/R	☐
3	All Workstations	L	☐
3	Cuvette Transport Area	CL	☐
4	Robotic Transfer Area	CL	☐
5	X- and Y-Transfer Guide Rails	L	☐
6	Transfer-Head Linear Bearing and Worm Gears	L	☐
7	Condition of the X-Motor Belt	CK/R	☐
8	Fluid and Pipetting Area	CL	☐
9	All Tubes, Connectors, Fittings, Vacuum Pump	I/R	☐
10	Ligacon Filters	R	☐
11	Seals, caps and tips	R	☐
12	Wash Syringe, Toothed bar Cogs, Bearing Sharfts	L	☐
13	Rack Area and Cooling Unit Area	CL	☐
14	Fluid and ventilation Filters	I/R	☐
15	ISE Module Area (if ISE installed and enabled)	CL	☐
16	Ligacon Filter of the Air Pump (if ISE installed and enabled)	R	☐
17	All Tubes, Connectors, Fittings	I/R	☐
18	Mix and Dry pressures (if ISE installed)	A	☐
19	ISE Module tubing (if ISE installed and enabled)	R	☐
20	ISE Washtime M85.1 (if ISE installed and enabled)	CK	☐
21	Power Supply Main without 36 Volts (Integra 400*plus* only)	CL	☐
22	Fans of the Fan Assembly Power Supply Main (Integra 400*plus* only)	CK/R	
23	Shock absorber (Auxiliary Front Panel)	CK	
	Final Checks		
1	Init process sucessfully finished	CK	☐
2	Prime Fluid System	CK	☐
3	Cuvette Transport	CK	☐

4	Analyzer Rotor Init. Position	CK	
5	Workstation Accuracy	CK	
6	Abs Air/Water Correction	CK	
7	Init Position Accuracy	CK	
8	Prime ISE and conditioning of ISE tubings (if ISE installed and enabled)	CK	
9	Check ISE Performance (if ISE installed and enabled)	CK	
10	Chemistry Controls	CK	
	CL= Clean, L= Lubricate, R= Replace, I/R= Inspect/Replace, CK= Check, PRT= Print		

FSR Name: Signature:

Customer Name: Signature:

Maintenance and Inspection ; Cobas C311

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Through put	Calculation Condition	Tests/3 months	Tests/6 months
Max 300 test/h	300(test/h) x 5(h/day) x 25(day/months) x Maintenance period (month or year)	112,500	225,000

■: Check only; ○: Clean; △: Replace

Unit	Check item	Frequency							
		1/mth	2/mos.	3/ mos.	6/ mos.	1/year	Test Counts		Maintenance by customer
							112,500	225,000	
Sample pipetting mechanism	Dirt on nozzle, clogging, amount of discharged rinse water					■	■		○ (Note2)
	Dirt on nozzle rinse and drying cylinder, amount of discharged rinse water						■		○ (Note3)
	Dirt on PI				■				
	Dirt on tube, deterioration, looseness of nipple						■		
	Stop/descent positions on cell, sampling, detergent bottle sides						■		
	Abnormal descent sensing operation				■				
	Greasing on shaft				■				
	Pressure sensor for clogging detection				■				
	Action status during operation				■				
Reagent pipetting mechanism	Dirt on nozzle, clogging, amount of discharged rinse water						■		○ (Note2)
	Dirt on nozzle rinse and drying cylinder, amount of discharged rinse water						■		○ (Note3)
	Dirt on PI				■				
	Dirt on tube, deterioration, looseness of nipple						■		
	Stop/descent positions on cell, reagent, ISE bottle sides						■		

	Dirt on PI for HP, upper dead point				■				
	Abnormal descent sensing operation				■				
	Greasing on shaft, linear bearing in X, Z directions				■				
	Check of pressure sensor for blank aspiration						■		
	Action status during operation						■		
		1/mth	2/mos.	3/ mos.	6/ mos.	1/year	112,500	225,000	
Piercer mechanism	Dirt on piercer, deterioration						■		
	Piercer operation (cassette loading operation)						■		
Reagent disk	Dirt on PI				■				
	Dirt on cassette sensor				■				
	Shutter opening/closing, solenoid operation						■		
	BCR reading operation						■		
Reaction disk	Dirt on incubator drain filter, clogging	○							
	Dirt on reaction cell, scratches, crack	△							■ (Note4)
	Dirt on transmission window of incubator bath				■				○ (Note5)
	Water level and circulation of incubator bath				■				
	Measuring incubator bath water temperature				■				
	Cleaning of waste solution filter of incubator bath				○				○ (Note5)
	Dirt on incubator bath				○				○ (Note5)
	Dirt on PI for HP, cell counter and ADC				■				
	Dirt on liquid level sensor				■				
		1/mth	2/mos.	3/ mos.	6/ mos.	1/year	112,500	225,000	

Sample disk	Dirt on PI				■				
	Dirt on CUP sensor				■				
	BCR reading operation, scratches				■				
Ultrasonic mixing mechanism	Dirt on ultrasonic mixing mechanism				○				
	Checking ultrasonic output						■		
	Cell stop positions						■		
Rinse mechanism	Dirt on vacuum bin						■		
	Nozzle descent position						■		
	Amount of rinse water and detergent discharged into cell						■		
	Dirt on tube connecting block, crack						■		
	Dirt on nozzle tube, chapped						△		
	Dirt on nozzle, damaged						■		○ (Note2)
	Dirt on vacuum tank						■		
	Aspiration status of overflowed water						■		
	Dirt on PI				■				
	Leak from detergent check valve, filter clogged						■		○ (Note5)
Pipetter mechanism (S, R, SIP)	Pipetter seal piece						△		
	Mixing of air, water leak (looseness of nipple)						■		
	Dirt on PI				■				
	Bearing operation status				■				
		1/mth	2/mos.	3/ mos.	6/ mos.	1/year	112,500	225,000	
Cooling unit	Cooling status				■				
	Circulating pump status				■				
	Dirt on connecting tube, deterioration				■				
	Dirt on fan filter				■				
	Condensed water receptacle status				■				
	Cooling air leaked status (duct, reagent disk cover, shutter)				■				

Photometer	Deterioration of photometer lamp				△ (Note1)				
	Dirt on sensor side window				■				
	Dirt on heat ray cut filter lens					△			
	Dirt on lens				■				
	Circulation of photometer lamp cooling water				■				
	Cell blank value				■				■ (Note4)
	Photometer check				■				■ (Note6)
Vacuum system	Vacuum pump (looseness of valve, etc.)				■				
	Vacuum tube status				■				
	Vacuum switch operation status				■				
	Dirt on vacuum tank, deterioration				■				
	Dirt on paper filter				■	△			
		1/mth	2/mos.	3/ mos.	6/ mos.	1/year	112,500	225,000	
Water supply/ drainage system	Water supply pressure: 80-100kPa				■				
	Applied water pressure: Max. 300kPa				■				
	Dirt on drain tube, deterioration				■				
	Water supply pump status				■				
Electrical system	Connection of PCB connectors				■				
	Fan operation status (dirt)				■				
	Thermal sensor status				■				
	AC/DC voltage check				■				
	Dirt on DC voltage block filter				■				○ (Note5)
Miscellaneous	Coating each mechanism with grease				■				
	Cleaning of cell rinse container, tube				■				

* **Note 1:** Replace the photometer lamp if the photometer check value at 340 nm exceeds 14000, or if lamp has been used for 750 hours or more.

*** Note 2:** Use WASH operation (maintenance operation) to clean every day, and perform any other necessary cleaning.

*** Note 3:** Clean once a week.

*** Note 4:** Check once a week.

*** Note 5:** Clean once a month.

*** Note 6:** Check every day.

Through put	Calculation Condition	Samples/ 3 months	Samples/ 6 months
Max 150 samples/h	150(samples/h) × 5(h/day) × 25(day/months) × Maintenance period (month or year)	56,250	112,500

■: Check only; ○: Clean; △: Replace

Unit	Check item	Frequency							
		1/ month	2/ months	3/ months	6/ months	1/ year	Samples 56,250	Samples 112,500	Maintenance by customer
Sipper nozzle mechanism	Dirt, clogging, deterioration of nozzle and flow path						■		○ (Note2)
	Dirt on PI				■				
	Mixing of air into flow path						■		
	Descent position into cell						■		
	Thermostatic bath temperature/incubator bath water circulation status (mixing of air)						■		
	Action status during operation						■		
	Deterioration of electrode		△ (Note 1)						
	Electrode lead status						■		
	Leak from solenoid valves						■		
	Deterioration of aspiration tube						△		
	Deterioration of sipper tube						△		
	Solenoid valve operation						■		

*** Note 1:** Replace the Na, K and Cl (green) electrodes whenever measurement is performed for 2 months, or when 9000 samples have been measured.
Replace the REF electrode every 6 months.

*** Note 2:** Use WASH operation (maintenance operation) to clean every day, and perform any other necessary cleaning.

11.2 LIST OF POINTS TO BE GREASED

Periodical greasing points: as needed* but at least once a year

Table 11.2-1

No.	Point to be greased	Type of component	P/N	Type of grease	Note
1	Shaft	Sampling mechanism	727-1698	P/N:729-7901 AFB-LF grease (THK)	Figure 11.2-1
2	Spline shaft	Sampling mechanism	727-1691	P/N:735-2019 AFC grease (THK)	Figure 11.2-1
3	Linear guide	Rinse mechanism – Up/down	727-1817		Figure 11.2-2
4		SIP mechanism – Up/down	727-1958		Figure 11.2-3
5	Linear guide	Reagent pipetter mechanism X	724-1071	P/N:724-1403 AFF grease (THK)	Figure 11.2-4
6		Reagent pipetter mechanism Z	724-1072		Figure 11.2-5
7	Gear/Pinion	Syringe（3 units）	724-1525 724-1528 736-1869	P/N:F271025 TRI-400	Figure 11.2-6
8	Shaft	Syringe（3 units）	L159104	P/N:F271025 TRI-400	Figure 11.2-7
9	Steel plate	Syringe（3 units）	724-1520	P/N:729-7901 AFB-LF grease (THK)	Figure 11.2-6
10	Steel plate	Probe guard	724-1405	P/N:729-7901 AFB-LF grease (THK)	Figure 11.2-8
11	Nipple	Vacuum tank	724-2121	P/N:F374012 Silicone rubber SH103	Figure 11.2-9

*Definition of "As needed"

Activity depends on:

- environmental conditions
- throughput
- current reliability
- QC results

C.2. SUPERINTENDENCE BY CONTRACTOR:

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

The liaison, (or his/her qualified assistant), shall be on duty throughout the normal operating hours of the Embassy. S/he shall also superintend the performance of the contracted services on Saturdays, Sundays, and holidays.

C.3. QUALITY ASSURANCE

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

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

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

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

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

SECTION D
PACKAGING AND MARKING

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

(RESERVED)

SECTION E
INSPECTION AND ACCEPTANCE

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

E.2 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	PWS Paragraph	Performance Threshold
Services Performs all maintenance services set forth in the Performance Work Statement (PWS)	C.1 thru C.4	All required services are performed and no more than one (1) customer complaint is received per month

E.2.1 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.2.2 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

E.2.3 Procedures

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

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

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

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

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

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

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

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

SECTION F
DELIVERIES OR PERFORMANCE

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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

F.2 PERIOD OF PERFORMANCE

The contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect until ***one (1) year,*** with ***four (4) option years***. Individual delivery orders for unscheduled work will identify completion times for specific unscheduled/urgent tasks.

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

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

The Contractor shall submit a schedule which sequences work so as to minimize disruption at the jobsite.

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

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written modification to the delivery order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 NOTICE OF DELAY

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor

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

F.7 NOTICE TO PROCEED

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

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

F.8 WORKING HOURS

All work shall be performed during ***normal working hours*** except for the holidays identified below. Other hours, initiated by the Contractor, may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be cause for a price increase.

F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include (l) acts of God or of the public enemy, (2) acts of the United States Government in either its sovereign or contractual capacity, (3) acts of the government of the host country in its sovereign capacity, (4) acts of another contractor in the performance of a contract with the Government, (5)fires, (6) floods, (7) epidemics, (8) quarantine restrictions, (9) strikes, (l0) freight embargoes, (11) delays in delivery of Government furnished equipment and (12) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

F.10 POST AWARD CONFERENCE

A post award conference will be held 10 days after contract award at ***PROJET RETRO-CI*** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect the progress under this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

(b) The COR for this contract is ***CDC/PEPFAR Deputy Director for Management and Operations.***

G.1.2 Duties

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

G.2 PAYMENT

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

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

Financial Management Officer,
America Embassy, Abidjan
01 BP 1712 Abidjan 01

E-mail: AbidjanFMOinvoices@state.gov

G.2.2 Detail of Payment Requests

Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the fixed price preventive maintenance fee and the value of labor and materials completed and in place for individual delivery orders.

G.2.3 Payments to Subcontractors

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

G.2.4 Evaluation by the Contracting Officer

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

G.2.5 Additional Withholding

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

(a) Wages or other amounts due the Contractor's employees on this project;

(b) Wages or other amounts due employees of subcontractors on this project;

(c) Amounts due suppliers of materials or equipment for this project; and

(d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

G.2.6. Payment

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

G.3 VALUE ADDED TAX

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

G.3.1 Recordkeeping Requirements

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

- The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the Contractor of service requests and to document the performance of all work, including emergency work.

- Contractor's Service Report forms, documenting arrival and departure time of the Contractor's representative performing the service, and all information on parts installed for unscheduled and emergency services only.

- Documentation of any complaints from Post personnel or unusual incidents which may have taken place during the visit to the site.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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

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

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

H.2 ORDERING OFFICIAL

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

H.3 BOND REQUIREMENTS

H.3.1 Bonds Required

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

H.3.2 Time for Submission

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

H.3.3 Coverage

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

H.4 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval. If the Contractor intends to use any subcontractors under this contract, the Contractor must ensure that the subcontractor carries the types and amounts of insurance as identified below.

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

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

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

H.4.1 Government as Additional Insured

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

H.4.2 Insurance-Related Disputes

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

H.4.3 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within thirty (30) calendar days after contract award. Failure to timely submit this evidence, in a

form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.5 GOVERNING LAW

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

H.6 LANGUAGE PROFICIENCY

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

H.7 LAWS AND REGULATIONS

H.7.1 Compliance Required

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

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

H.7.2 Labor, Health and Safety Laws and Customs

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

H.7.3 Subcontractors

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

H.7.4 Evidence of Compliance

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

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 Damage to Persons or Property

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

H.8.2 Responsibility for Work Performed

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

H.9 MAINTENANCE OPERATIONS

H.9.1 Operations and Storage Areas

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

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

H.9.2 Use of Premises

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

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

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

H.10 SAFETY

H.10.1 Accident Prevision

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

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

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

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

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

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

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

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

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

H.11 SUBCONTRACTORS AND SUPPLIERS

H.11.1 Claims and Encumbrances

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

H.11.2 Approval of Subcontractors

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

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

H.12 CONTRACTOR PERSONNEL

H.12.1 Removal of Personnel

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

H.12.2 Maintenance Personnel Security

After award of the contract, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take ***ten (10)*** days to perform. For each individual the list shall include:

Full Name:
Place and Date of Birth:
Current Address:
Identification Number:

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

H.12.4. Standards of Conduct

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

(b) Uniforms and Personal Equipment. The Contractor 's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide for each employee and supervisor, uniforms and personal equipment. The Contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms.

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

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

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

(f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

(g) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. Keys shall not be duplicated without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from performing work under the contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

H.13 MATERIALS AND EQUIPMENT

H.13.1 Selection and Approval of Materials

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

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

H.13.2 Custody of Materials

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

H.14 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.14.1 Shipment and Customs Clearance

(a). Costs to be Borne by Contractor for Scheduled Maintenance. The Contractor is responsible for paying all charges, whatsoever, except customs duties as provided herein,

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

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

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

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

H.14.2 Surplus Materials

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

H.15 SPECIAL WARRANTIES

H.15.1 Special Warranty Obligations

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

H.15.2 Warranty Information

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

H.16 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

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

H.17 CONTRACTOR INVENTORY PROGRAM

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

SECTION I
CONTRACT CLAUSES

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

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
http://www.acquisition.gov/far/ or *http://farsite.hill.af.mil/vffara.htm*

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1 DEFINITIONS (NOV 2013)

52.203-3 GRATUITIES (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

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

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

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

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

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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

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

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

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

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

52.213-4 TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (NON COMMERCIAL) (JAN 2014)

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

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

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

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

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 2010)

52.216-7 ALLOWABLE COST AND PAYMENT (JUNE 2013)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)

52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2008)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.228 –4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11 PLEDGES OF ASSETS (JAN 2012)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JUL 2000)

52.228-14 IRREVOCABLE LETTERS OF CREDIT (DEC 1999)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)

52.232-1 PAYMENTS (APR 1984)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEPT 2002) (applicable to individual delivery orders)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-17 INTEREST (OCT 2010)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATIONS OF FUNDS (JUNE 2013)

52.232-25 PROMPT PAYMENT (JULY 2013)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACT (JULY 2013)(applicable to individual delivery orders)

52.232-28 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APR 1989)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)

52.232-27 PROMPT PAYUMENT CONSTRUCTION CONTRACTS (JUL 2013)

52.233-1 DISPUTES (JULY 2002) ALTERNATE I (DEC 1991)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

52.236-3 SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK (APR 1984)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

52.236-8 OTHER CONTRACTS (APR 1984)

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

52.236-10 OPERATIONS AND STORAGE (APR 1984)

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

52.236-12 CLEANING UP (APR 1984)

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

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

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

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-13 BANKRUPTCY (JULY 1995)

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

52.245-1 GOVERNMENT PROPERTY (APR 2012)

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

52.245-9 USE AND CHARGES (APR 2012)

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

52.246-21 WARRANTY OF CONSTRUCTION (APR 1984)

52.248-1 VALUE ENGINEERING (OCT 2010)

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

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

52.249-14 EXCUSABLE DELAYS (APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2 FAR Clauses Included in Full Text.

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

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

(a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent

practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

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

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

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
(2) Rescind the contract with respect to which-

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

(A) Exchanging the information covered by such subsections for anything of value; or
(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

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

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

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

I.3 52.216-18 ORDERING (OCT 1995)

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

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

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

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

(a) Minimum order. When the Government requires supplies or services covered by this contract, 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 ***$150,000.00***

(2) Any order for a combination of items in excess of [ ] ***$3,000.00***; or

(3) A series of orders from the same ordering office within ***ten (10)*** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

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

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

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

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

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

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

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

I.7 RESERVED

I.8 RESERVED

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

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

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

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

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

(3) Additional bond protection.

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

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

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

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

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

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

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

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

Clause at 652.204-70, Department of State Personal Identification Card Issuance Procedures, in solicitations and contracts that require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems.

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

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
(b) The DOS Personal Identification Card Issuance Procedures may be accessed at *http://www.state.gov/m/ds/rls/rpt/c21664.htm* .
(End of clause)

I.12 652.243-70 NOTICES (AUG 1999)

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

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

(a) The Contractor warrants the following:

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

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

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

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

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

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

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

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

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day, US
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Mawlud
Eastern Monday
Ascension day
Pentecost Monday
Night of destiny
End of Ramadan
Independence Day, CI
Assumption Day
Tabaski
All Saints' Day
National Peace 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. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-

clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

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

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the

boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

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

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

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

I.17 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

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

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

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

(1) Provide appropriate safety barricades, signs and signal lights;

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

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

(4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:

(i) Scaffolding;

(ii) Work at heights above two (2) meters;

(iii) Trenching or other excavation greater than one (1) meter in depth;

(iv) Earth moving equipment;

(v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(vi) Work in confined spaces (limited exits, potential for oxygen less that 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

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

(viii) Hazardous noise levels.

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

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

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

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

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

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

I. 19 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.

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

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

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

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

Exhibit A

Maintenance Plan

Contractor should submit a plan for the Contracting officer's approval.

Exhibit B
Sample Task Order Form

Instructions:

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

Priority 0 - PREVENTIVE MAINTENANCE (PM) Work Order is automatically assigned for preventive maintenance work by CDC/PEPFAR LABORATORY. PM orders have priority over all work orders except EMERGENCY orders.

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

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

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

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

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

SAMPLE TASK ORDER

RESERVED

EXHIBIT C

RESERVED

Exhibit E
Government Furnished Property

RESERVED

Exhibit F
Monthly Report

Monthly Report for the Month of _____

U.S. EMBASSY, _____

1. Temporary additional services performed during the month:

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

2. Contractor's Report (all types of services at all locations):
A. Results of Inspections: _____
_____
_____
_____
B. Difficulties or irregularities encountered: _____
_____
_____
_____
C. Repairs needed: _____
_____
_____
_____
D. Special Work Done: _____
_____
_____
_____
E. Recommendations:_____
_____
_____
_____

Signed by_____ Date _____

Exhibit G

Annual Inspection/Equipment History/Facility Condition Forms

RESERVED

Exhibit H

Contractor Furnished Property

RESERVED

SAMPLE LETTER OF BANK GUARANTY

Place **[ ]**
Date **[ ]**

Contracting Officer
U.S. Embassy, ***Abidjan***
01 BP 1712 Abidjan 01

Letter of Guaranty No**. _____**

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of ***[Amount equal to 10% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]***, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract ***SIV10014C0035*** for ***preventive maintenance of ROCHE/COBAS equipments*** at ***CDC PROJET RETRO-CI*** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and ***[name of Contractor]*** of ***[address of Contractor]*** on ***[contract date]***, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

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

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

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

_____-

Depository Institution: ***[Name]***
Address: Location: _____
Representative(s): _____ _____ State of Inc.: _____
_____ _____ Corporate Seal:
_____ _____

_____-

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

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

RESERVED

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SUBMISSION OF OFFERS

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

L.1.2 Qualifications of Offerors

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

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

(2) Have an established business with a permanent address and telephone listing;

(3) Be able to demonstrate prior maintenance experience with suitable references;

(4) Have the necessary personnel, equipment and financial resources available to perform the work;

(5) Have all licenses and permits required by local law;

(6) Meet all local insurance requirements;

(7) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;

(8) Have no adverse criminal record; and

(9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

L.1.3. Review of Documents

Each Offeror is responsible for:

(1) Obtaining a complete set of solicitation documents;

(2) Thoroughly reviewing such documents and understanding their requirements;

(3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and

(4) Determining that all materials, equipment and labor required for the work are available.

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

L.2 SUBMISSION OF OFFERS

L.2.1 General

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

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

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

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

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

L.2.3 Detailed Instructions

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

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

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

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

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

Proposed Work Information - Provide the following:

(1) A list of the names, addresses, and telephone numbers of the owners, partners, and principal officers of the Offeror;

(2) The name and address of the Offeror's field superintendent for this project; and

(3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

(4) Bar chart for routine maintenance indicating various portions of the work; when work will commence and be completed in each section

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

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

(2) Contract number and type;

(3) Date of the contract award place(s) of performance, and completion dates;

(4) Contract dollar value;

(5) Brief description of the work, including responsibilities;

(6) Comparability to the work under this solicitation;

(7) Brief discussion of any major technical problems and their resolution;

(8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);

(9) Cost/price management history, including any cost overruns and underruns, and cost growth and changes;

(10) Percent turnover of contract key technical personnel per year; and

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

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

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

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

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

L.4 PROPRIETARY DATA

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

52.236-28 PREPARATIONS FOR PROPOSALS – CONSTRUCTION (OCT 1997)

52.237-1 SITE VISIT (APR 1984)

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

L.6 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

CDC/PEPFAR Deputy Director for Management and Operations

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

L.7 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past ***three (3)*** years;

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

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

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

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

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, ***[Note to Contracting Officer: Insert Management Officer's name]***, at ***[Note to Contracting Officer: Insert Management Officer's telephone and fax numbers].*** For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to:

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

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

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

M.1.2 Basis for Award

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

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

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

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

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

- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

M.1.3 Award Selection

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

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

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

M.3 QUANTITIES FOR EVALUATION

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

M.4 SEPARATE CHARGES

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

M.5 AWARD WITHOUT DISCUSSIONS

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

FAR 52.225-17: offers to be submitted in more than one currency (U.S. dollars or local currency).]

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

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

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

(b) For acquisitions conducted using negotiation procedures—

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

(2) On the date specified for receipt of proposal revisions.