Date: May 9, 2012

SUBJECT: Request for Quotations (RFQ) – Clinic Site Alteration

Dear Prospective Quoter:

The Embassy of the United States of America in Gaborone, Botswana has a requirement for a contractor to provide **a Multi-Site Solicitation per scope of work for each Task Site per the listing. Though the site may have different requirements the vendor will be referred to the specification section for any mandatory process, or method requirements. Separate bids will be submitted for each site on the bid format sheet provided at the end of each SOW (3 in total of 14 sites). If a section is not required the vendor may state.**

NOTE: P & G, Provisional Sums and Contingencies will not be authorized. All specifications and work will be performed as per the scope for each section included in your bid.

You are invited to submit a quotation. The Embassy Plans to award a purchase order. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the American Embassy to make any award. The Embassy may cancel this RFQ or any part of it. Please read the RFQ carefully if you are interested in submitting a quotation.

SITE VISIT/PRE-PROPOSAL MEETING

Interested responsible parties are invited for a walk-thru Pre-Proposal meeting at **9:00 am, May 15, 2012 at CDC/BOTUSA Gaborone, plots 14818 Lebatlane Road, Phase 1, Gaborone West**. (FAR 52.237-1) Offerors or quoters are urged and expected to be at the site/Pre-proposal meeting to satisfy themselves regarding all general and local conditions that may affect the cost of contract, to the extent that the information is reasonably obtained. In no event shall failure to inspect the site/attend the meeting constitute grounds for a claim after contract award. **ALL INTERESTED AND QUALIFIED VENDORS ARE REQUESTED TO COMFIRM THEIR ATTENDENCE BY SENDING THE NAME OF THE COMPMAPANY'S REPRESANTIVE TO THE BELOW E-MAIL ADDREES BEFORE 2:00 PM, MONDAY MAY 14, 2012. ANY INFORMATION RECEIVED AFTER 2:00 PM TUESDAY MAY 14, 2012 WILL NOT BE CLEARED FOR ATTENDING THE PRE-PROPOSAL MEETING.**

Proposals/quotations must be addressed as follows:

Multi-Site Solicitation – (CDC/BOTUSA)
American Embassy
Gaborone
Plot 8847/8/9
Government Enclave

Your quotation must be hand delivered or emailed to the below e-mail address on or before May 29, 2012.

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

1. Information demonstrating your ability to deliver on time
2. Evidence of needed resources to deliver
3. Evidence of relevant licenses and permits required by local law
4. List of prior clients and relevant past performance information
5. Brief explanation why your proposal
6. Names of the contact for this project

Direct any questions regarding this request for quotations to the Embassy Contracting Office telephone #: **373-2356** Fax: 395-3951 or email: gabprocurement@state.gov during regular business hours.

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

			1. REQUISITION NUMBER PR1561291	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE:	4. ORDER NUMBER	5. SOLICITATION NUMBER PR1561291	6. SOLICITATION ISSUE DATE 01-19-2012
7. FOR SOLICITATION INFORMATION CALL ▶	a. NAME Andrew Prater – Contracting Officer		b. TELEPHONE NUMBER(No collect calls) 373- 2356	8. OFFER DUE DATE/ LOCAL TIME 02/09/2012 – 1600 hours (4:00 PM)

9. ISSUED BY CODE
American Embassy,
P O Box 90
Gaborone Botswana

10. THIS ACQUISITION IS
X☐ UNRESTRICTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN OWNED ☐ 8(A)
NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
X☐ SEE SCHEDULE

12. DISCOUNT

☐ 13a. THIS CONTRACT IS A RATED ORDER
13b. RATING

14. METHOD OF SOLICITATION

15. DELIVER TO: Code
American Embassy
P O Box 90
Gaborone, Botswana

Email: gabprocurement@state.gov

16. Administered by:

17.a. CONTRACTOR/OFFEROR CODE CILITY CODE

18a. PAYMENT WILL BE MADE BY

☐17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Multi Site Clinical Alteration **A. GHANZI HOSP IDCC** **B. GHANZI HOSP LAB** **C. MAUN CLINIC** **D. MAUN BOSEJA CLINIC**	1	1		

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

X☐ 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

X☐ 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

X☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or Print)

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1			1		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL / FINAL			☐ COMPLETE ☐ PARTIAL ☐	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		

41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (PRINT)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41C. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER PR1561291

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

XPRES TB STUDY – CLINIC SITE ALTERATIONS

PROJECT ID: TB/XPRES/2(A-D)

A. GHANZI HOSP IDCC	**(24°42'26.74"S / 21°38'34.10"E)**
B. GHANZI HOSP LAB	**(24°42'26.74"S / 21°38'34.10"E)**
C. MAUN CLINIC	**(24°36'38.24"S / 25°51'14.08"E)**
D. MAUN BOSEJA CLINIC	**(24°24'05.71"S / 25°30'48.08"E)**

GENERAL STATEMENT OF WORK (SOW)-APPLIES TO ALL

1. GENERAL: This is a *Multi Site* Solicitation. You will find a Scope of Work for each TASK SITE listed below. If work cannot be done simultaneously, **priority will go to TASK A**. Though the sites may have different requirements, you will be referred to the Specifications section for any mandatory process, or method requirements. Separate bids WILL BE submitted for each site on the BID FORMAT sheet provided at the end of this SOW. If a section is not required you may so state.

> **(NOTE: P & G, Provisional Sums and Contingencies will not be authorized. All specifications and work will be performed as per the scope for each section included in your bid.**

1.1. SCOPE OF WORK

The Contractor shall prepare designated site for the movement of (1x)Dual-Office Portable Structure located on site to new location approximately 20 meters from current position. This will require some site leveling and the removal of one small bush. Work will include decommissioning / recommissioning electrical supply, providing Hand Wash Basin with plumbing for Hot/Cold water to include drainage. Service of Air conditioner and installation of paving, a rain shelter structure and metal/wood benches (4 X 8 seaters)for 32 persons. Maun Clinic is approximately 500 meters to the North West of the Maun Bus Terminals defined in this Statement of Work (SOW).

1.2. BACKGROUND INFORMATION

Planning for this study has been ongoing for several months and equipment, examination requirements were determined in advance of official site survey. After visiting sites, a photo record was taken and minor alterations determined at all locations. Department of Building and Engineering Services as well as local medical staff were notified of this work. Each section of this Statement of Work is a reflection of the some total of all alterations to be performed.

1.3 PERSONNEL

1.3.1 The **US Embassy Contracting officer** will serve as the contract manager and shall provide a Contracting Officer's Technical Representative (COTR) and technical monitor prior to contract performance. The Contractor's manager shall coordinate all field decisions, which may arise in day-to-day operations without undue delay, to the Embassy representatives for decision.
1.3.2 On site facility team:

(see site specifications)

1.4 ENVIRONMENTAL PROTECTION

1.4.1. Construction personnel shall perform all work and take such steps required to prevent any interference or disturbances to the ecological balance of the environment.
1.4.2. Contractor shall adhere to all Government of Botswana, Ministry of Health, and Department of Building and Engineering services codes, laws and regulations pertaining to ALTERATION delivery on this site. **NOTE: requirements which materially might alter the Statement of Work, Scope or Cost of this contract will not be amended or deleted without prior approval of the Contracting Officer.**
1.4.3. Unless otherwise specified, all waste materials, excess dirt and rubble, empty containers, etc., shall be disposed of in accordance with local laws and regulations.

1.5. QUALITY CONTROL

1.5.1. The Contractor shall establish and maintain quality control to ensure the requirements of the contract are provided as specified.
1.5.2. Quality Control shall include an inspection system covering all phases of ALTERATION, methods for identifying and preventing defects in the quality of construction performed before the level of performance becomes unacceptable. The Contractor shall maintain on-site records of all inspections conducted by the Contractor and necessary corrective action taken. This documentation shall be available to the Government during the term of the contract.
1.5.3. Corrective actions: At any time it is determined by the Contracting Officer's Technical Representative, that the quality control system, instructions, controls, tests, or records are not providing results which conform to contract requirements, action shall be taken by the Contractor to correct the deficiency at no additional costs to the US Government. The Contracting Officer will be immediately notified of any necessary corrective actions.

1.6. QUALITY ASSURANCE

1.6.1. The Government will evaluate the Contractor's performance under this contract. When an observation indicates defective performance, the Contractor will be notified of the defect and the necessary corrective actions to be taken.
1.6.2. An assessment attributable to defective performance shall be performed and the Contractor's payment will be reduced.

2. LOCATIONS:

A. GHANZI HOSP IDCC	(24°42'26.74"S / 21°38'34.10"E)
B. GHANZI HOSP LAB	(24°42'26.74"S / 21°38'34.10"E)
C. MAUN CLINIC	(24°36'38.24"S / 25°51'14.08"E)
D. MAUN BOSEJA CLINIC	(24°24'05.71"S / 25°30'48.08"E)

3. PERIOD OF PERFORMANCE: 15 May 2012 - 30 May 2012.

3.1 The contractor shall have the clinic functional and available for designated use as soon as possible, but no later than the end date of the period of performance.
3.2 Practical completion will be granted when deliverables are completed but no later than the end date of the period of performance. Additional time may be given for clearing of defects and SNAGS. **However, Beneficial Occupancy will be no later than 20 May 2012 and the contractor will prioritize functional works for this date.**
3.3 Final payment may be submitted with Practical Completion but the Defects Warranty period is 12 months. A pre-final inspection will be performed within 90 days of the end of Defects Warranty and a final inspection will be performed at the close of the Defects Warranty Period. The contractor and subcontractors must correct any deficiencies in construction by this date. Defects will only apply to new installations and will not apply to equipment in place. Contractor will provide 90 day warranty of all Service work.

4. ALTERATION SPECIFICATIONS (MINIMUM SPECIFICATIONS – see site specifications)

4.1. ALTERATION OBJECTIVE: The ALTERATION will be completed according to the site specific instructions and informal drawings provided.
4.1.1 Upgrade electrical, plumbing, ventilation, security, access and space requirements to Portable Cabins, existing rooms.
4.1.1.1 This will be done by the most economic and reliable means which will allow safe, secure movement while maintaining structural integrity of the portable units.
4.1.1.2 Lifting by crane is not acceptable
4.1.1.3 Movement by forklift is not practicable due to site conditionings and limitations presented by unknown condition of civil structures under ground
4.1.1.4 When in place the Portable Cabins must not be trimmed with base skirting as this will create a potential lodging for rodents, snakes and other pests
4.1.2 To provide paved walkway from the outside patient waiting areas for IDCC patients near TB consultation rooms or Portable Cabin.
4.1.3 To provide an outside waiting area large enough to facilitate patients awaiting care (10 - 25)
4.1.4 Covered / Paved area to provide cover during harsh weather and hot days and graded to prevent "water ponding" and encourage gravity flow away from site

4.2. SITE PREPARATION:
4.2.1 The project area shall remain occupied and operational throughout the ALTERATION period. This may include the Portable Cabin.
4.2.2 The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage or loss to, persons or property in the vicinity of the work. Noise and dust control will be required
4.2.3 The Contractor shall be responsible for the structural integrity of the Portable building during decommission/movement/ re-commissioning. He/she shall brace all structural elements during movement.
4.2.4 The Contractor shall verify all existing conditions before proceeding with Demolition works.

4.2.5 The Contractor shall erect temporary signs and barricades or fences to separate the work area from all other adjacent areas.

5.1. DEMOLITION:

5.1.1 The existing building finishes and equipment shall be removed systematically without damaging the surrounding buildings, structures or utility services.

5.1.2 All existing machinery, equipment, fixtures where required shall be inventoried removed by the Contractor and will remain the property of the U.S. Government. The Contractor shall protect these items and safely return to the Medical Staff, DBES, or CDC upon completion. All other items are considered debris and become the property of the contractor.

5.1.3 The existing finishes and supports shall only be removed to the extent required to allow installation of new finishes, supports, equipment and related new works as indicated on the drawings.

5.1.4 All demolition debris shall be removed from the site daily, weekly and upon completion of demolition.

5.1.5 The Contractor shall locate all existing utility lines (water, sewer, power, etc.) that may be in the area of the new work, prior to the start of the excavation or new work; protect or relocate all utilities in a safe manner.

5.1.6 Ground area for proposed works will be cleared of all existing brick, rock, root and concrete underlayment, and affected ground restored to a gradient level in support of natural rainwater runoff away from existing structures.

5.1.7 If the works require full removal of vegetation (tree, shrub, bush), contractor will mark with construction tape, report and seek informal approval of the same from local medical staff.

6. EARTH EXCAVATION

6.1 Excavation of the earth for paving and footings shall consider surface drainage, safe walking surfaces and smooth transitions from existing walking surfaces.

6.1.1 Proposed **area under, adjacent** to, porta cabins, waiting areas and walkways, though not paved, will be graded to receive the works added without a need for further adjustment or fabrication.

6.1.2 All **sides** clearances of Porta Cabins will have at least 100mm of chassis clearance for cement block footings.

6.2 All areas for proposed paving will be excavated of loose soils to a depth necessary to mix and compact fill layers to receive paving.

6.2.1 Allowances for **Walkway Paving** (1000W) will account for curbing, structural aprons, manholes and posts. Walkways will be graded to no more than 2% across the width and will match the fall of adjacent surfaces over their length.

6.2.2 Allowance for the proposed paved **patient waiting** area will be excavated to allow level transition to pavers from the building aprons of both adjacent buildings.

6.2.3 Excavation around the **existing manhole** structures will be tapered to provide seamless transition from paver to concrete housing and prevent vertical protrusions and improve safety.

7. PAVING

7.1 Pavers will be interlocking herringbone.

7.2 Color, thickness and style will be consistent throughout

7.3 Paved areas which do not have existing structural borders will be finished with cement curbing

7.4 Total proposed paved area will be calculated and included in the BID document as per the attached drawing.

8. SHELTERING STRUCTURES

8.1 Main Patient Waiting Area Shelter: Will be constructed of square steel posts and cross members and designed to receive 5mm IBR roofing sheets.
8.1.1 Posts will be rust proved and painted to match the existing plaster structures of permanent structures.
8.1.2 Shelter roof will extend 150mm beyond the extents of the paved area beneath.
8.1.3 Sheltered roofing will drain to the lowest point of the paved area.
8.1.4 Open Chanel Rain Guttering will be installed.

8.2 Covered Walkway. Covered walkways will be constructed over designated waiting areas and Porta Cabins as per specific site instructions.
8.2.1 Walkway roofing will be the same as waiting area roofing and will drain water to the lower graded end.
8.2.2 Walkway roofing will be enclosed by drip-flashing and waterproofing when connected to structures at the sides.

8.3 Waiting Area -Bench Seating

8.3.1 Provide 400mmW X 400mmH, simple steel frame benches with 50mm X 200mm wood plank seating. Benches will be array as per site specific diagram.
8.3.1.1 Each bench will have a minimum of (3nos) 5mm thick steel base plates (one each end and in the middle) welded to the base of the frame legs for mounting to pavers. Plates will measure 200mm x 200mm and will have (4nos) bolt holes drilled 50mm from the corner and sides for mounting to pavers.
8.3.1.2 Bench frames will be made of 90deg inverted angle iron (flat sides out)
8.3.1.3 Wood planks seating will be inlaid into angle iron frame and supported and fastened to the frame from the bottom with(hidden screws)Flat steel welded cross members located every 400mm.
8.3.2 Benches will be painted in accordance with section (9) Painting.
8.3.3 Benches will be fastened to the paving with bolt anchors. This is for weight distribution to prevent toppling or moving benches.

9. PAINTING (exterior enamel only)
9.1 Surface Preparation, Wood and Metal
9.1.1 Surface Preparation, wooden surfaces
9.1..1.1 Remove all loose surface material.
9.1.1.2 Wood to be painted must be dry and free of oil/grease.
9.1.1.3 Smooth surface by coarse and fine sanding.
9.1.2 Surface Preparation, Metal surfaces
9.1.2.1 Metal to be painted must be dry, clean, and free from oil/grease.
9.1.2.2 Remove all loose surface material by means of power brushing or sand paper.
9.1.2.3 Smooth surface by coarse and fine sanding.
9.2 Exterior Painting Service.
9.2.1 Painting, Enamel paint (new wood)
9.2.1.1 Before painting, the surface must be clean, free from dust and any foreign matter.
9.2.1.2 Prepare by sanding to establish a smooth clean surface.
9.2.1.3 Apply one coat of wood primer.
9.2.1.4 Let dry for minimum of 14 hours.
9.2.1.5 Level out any irregularities of the applied substrate by fine sanding.
9.2.1.6 Apply two (2) coats of Enamel paint.
9.2.2 Painting, Enamel paint (New metal)
9.2.2.1 Apply one (1) coat of lead-free primer to the surfaces to be painted.

9.2.2.2 Apply two (2) coats of Enamel paint to all surfaces in need of paint.

10. ELECTRICAL WORKS

10.1 The electrical works may include decommissioning of current power supply from Main Clinic to Portable Cabin, commissioning of new installation to sub-distribution board of adjacent building, branch circuit wiring, outlets, light fixtures and all required materials and fittings. This may include the connection back-up generator distribution and controls.

10.2 The Contractor shall ensure all light fittings, outlets, isolators and finished electrics are properly connected and tested from the sub-circuit and ensure that the connections are in accordance with the approved Botswana building code.

10.3 All exposed conductors runs other than steel wire armored cable shall be protected by metal duct, conduit or trunking. All concealed wiring shall be in metallic or plastic raceways.

10.4 Armored Cable, conduit or trunking installed on the building exterior shall be made water-proof.

10.5 Existing Distribution panels shall be configured to support the available power requirements.

10.6 All electrical material, fittings, fixtures, and accessories supplied or installed by the contractor shall comply in all respects with local standards as confirmed by the DBES representative facility manager.

11. PLUMBING WORKS

11.1 The Contractor may be providing pedestal hand wash sink with Hot and Cold taps to the TB Consultation Room, lab rooms together with the required supply and connection of all required fittings, fixtures and equipment. Where specified, a hands free (mechanical elbow taps – no electronics) and "gooseneck" faucet are required.

11.2 The Contractor shall ensure that the installation of all plumbing works under this contract meet or exceed Botswana Medical standards for examination rooms.

11.3 Isolation valves shall be provided on all fixture supply lines, where supply line exit walls.

11.4 All pipe sizes shall be as specified in the project drawings, when sizes are not indicated on the drawings the size shall match existing or meet acceptable local standards of building construction.

11.5 External water supply and drainage piping for the Hand Wash sink will be to the nearest available supply and grey water drainage system. Piping will be properly secured and concealed from tamper and not represent an obstruction to external passage. Where necessary, PVC piping may need to be laid underground to prevent tampering.

12. MECHANICAL - HVAC

Service and evaluate current unit for repair or replacement and cost accordingly. If a unit is not present, a 9000btu unit will be installed. See site specifications for details.

13. AIR EXTRACTION

If specified, provide one Extraction Fan, with 6-12 Air Exchanges Per Hour. Provide documentation of this specification.

13.1 In Portable Cabins, Prefabs, this will be mounted 200mm from the ceiling through the wall.

13.2 In brick and mortar structures, this will be mounted in the ceiling and ducted to the outside.

14. SECURITY (see site specific specifications)

14.1 BURGLAR BARS

Standard wrought iron or mild steel, offset 'cage' or 'open sided' designs are acceptable. Must allow space offset for the opening of hinged window frames.

14.2 SECURITY GATES

14.2.1 For doorways with enough clearance, bars must be able to open fully to the adjacent side wall so as to not impede passage ways.
14.2.1.1 Frame will be for top bottom and sides and must be bolted through frame to concrete or brick surround.
14.2.1.2 For Prefab and Portable Cabins, frame will be bolted through the wall and plated to prevent pulling through the light grade construction material.
14.3 TRELLIDORS
If door ways to not provide room to fully open a gate, a Trellidor will be used.
14.3.1 Will not be tracked on top or bottom
14.3.2 Will provide a frame mounted steel bar on both extents (DO NOT MOUNT DIRECTLY TO DOOR FRAME
14.3.3 Tamper Proof Locking plate
14.3.4 When fully retracted, the Trellidor will be hinged so that it can be folded 90 degrees against the door frame to provide more clearance.

15. CARPENTRY AND JOINERY
15.1 Includes exterior waterproofing of roofing and window flashings. All leaks will be repaired and damaged materials replaced.
15.2 Interior patch and repair or walls, floors, and doors is required to match existing material
15.3 Installation of wall partitions will be done with galvanized studs and Gypsum (Dry Wall) min. 12mm. Top and bottom capping is required. Skirting will be Meranti (75mm H) or Vinyl.
15.4 All windows, doors, hinges and moving parts will be functioning as designed
15.5 All Doors will have new cylinder locks installed with (2nos)keys each.

16. CERTIFICATION OF PERFORMANCE AND COMPLETION

16.1 The Contracting Officer's Technical Representative is the U.S. Government representative that will certify performance and final completion of this contract.

16.2 The Contractor shall contact the Contracting Officer's Technical Representative and provide an invoice for certification citing the appropriate CLIN number as per the contract deliverables when the work is completed.

16.3 The Contracting Officer's Technical Representative or the Contracting Officer shall be allowed to conduct inspections and inquiries of construction at any time during the construction.

END GENERAL STATEMENT OF WORK

INDIVIDUAL SITE SPECIFICATIONS:

CLIN TASK: 2(A)- GHANSI HOSPITAL IDCC

BACKGROUND INFORMATION
Commissioning alterations will be completed for partitioning of the main waiting area of the IDCC building.

PERSONNEL
On site facility team: (This SOW has been reviewed and approved by DBES)

Dr. Simwanza –	**DHMT Head**	**6596333/72487961**
Ms. M. Ditlhobolo -	**Matron**	**6596333**
Mr. O. Mogotsi –	**IDCC in charge**	**6596333/74238993**
Mr. Matshenyego Ntongwane	**CDC Nurse**	**71319871**
Mr. J. Keaja -	**DBES area Manager**	**6596348 fax 6596239**
Mr. Morale	**DBES PROJECT COORD**	**71266215/71422214**

GPGaolatlhe@gov.bw / kagomorale@yahoo.com

ALTERATION OBJECTIVE:

Partition the waiting area and upgrade power, install hand wash basin

PAINTING - ELECTRICAL WORKS - PLUMBING WORKS - MECHANICAL - AIR EXTRACTION - SECURITY
CARPENTRY AND JOINERY

TASK DETAILS: (See SOW Details above for method; refer to ATTACHED DRAWINGS AND PHOTOS for layout)

1.1	**EXCAVATION**	**NOT REQUIRED**
2.1	**PAVING**	**NOT REQUIRED**
3.1	**SHELTERING STRUCTURES**	**NOT REQUIRED**
4.1	**COVERED WALKWAY**	**NOT REQUIRED**
5.1	**BENCH SEATING**	**NOT REQUIRED**

6.1 PAINTING [see SOW Section(9)]
6.1.1 Make good any internal and external patching repair
6.1.2 Paint partitioning to match

7.1 ELECTRICAL WORKS [see SOW Section(10)]
7.1.1 As per DBES instructions and SOW, expand and connect to power source in IDCC DB
7.1.2 POC room will have a multi-plug with three outlets in addition to the existing wall outlet.
7.1.3 All internal and external fixtures and fittings will be operational
7.1.4 Ensure enough power is available in the DB breaker for the functioning of portable AC room unit to be plugged into outlet.
7.1.5 Provide adequate switchable power for a 'kitchen' geyser.

8.1 PLUMBING WORKS [see SOW Section(11)]

8.1.1 Supply the Consultation Room with hand wash sink and fixtures
8.1.2 Cold water is available in the IDCC building.
8.1.3 Supply and install Kitchen Geyser

9.1 MECHANICAL – HVAC [see SOW Section(12)]

9.1.1 Existing ceiling fan will remain in place
9.1.2 No AC unit to be supplied (CDC will Provide).

10.1 AIR EXTRACTION [see SOW Section(13)]

10.1.1 Install one unit as per specifications

11.1 SECURITY **NOT REQUIRED**

12.1 CARPENTRY & JOINERY [see SOW Section(15.1;2;3;4-5)]

12.1.1 Build two insulated partition walls (SOW 15.3)
12.1.2 Interior patch and repair or walls, floors, and doors is required to match existing material
12.1.3 All windows, doors, hinges and moving parts will be functioning as designed
12.2.4 Doors will have new cylinder lock installed with (2nos) keys each.

END CLIN TASK 2A

CLIN TASK: 2(B)- GHANSI HOSPITAL LABORATORY

BACKGROUND INFORMATION
Commissioning alterations will be completed for the main laboratory of the hospital. This is only SECURITY installations

PERSONNEL
On site facility team: (This SOW has been reviewed and approved by DBES)

Dr S. Hmda –	**DHMT Head**	**5920200/71778838**
Ms. K. Lobelo –	**DHMT Matron**	**5920207/72704275**
Ms. K. Kebitsang –	**Nurse in charge**	**5920289/71881381**
Ms Motshwanaesi -	**2 Nurse in Charge**	**5920289/71698230**
Mr. Phalalo –	**DBES area Manager**	**5920272**

ALTERATION OBJECTIVE:

UPGRADE SECURITY

TASK DETAILS: (See SOW Details above for method; refer to ATTACHED DRAWINGS AND PHOTOS for layout for this CLIN TASK 1B)

1.1 EXCAVATION **NOT REQUIRED**

2.1 PAVING **NOT REQUIRED**

3.1 SHELTERING STRUCTURES **NOT REQUIRED**

4.1 COVERED WALKWAY **NOT REQUIRED**

5.1 BENCH SEATING **NOT REQUIRED**

6.1 PAINTING [see SOW Section(9)]
6.1.1 Touch up painting will be required after installations and repairs.
6.1.2 Make good any internal and external patching repair

7.1 ELECTRICAL WORKS **NOT REQUIRED**

8.1 PLUMBING WORKS **NOT REQUIRED**

9.1 MECHANICAL – HVAC **NOT REQUIRED**

10.1 AIR EXTRACTION **NOT REQUIRED**

11.1 SECURITY [see SOW Section(14)](see Annex 2B1 – 2B3)
11.1.1 POC room will have TRELLIDOR on the LAB door (cylinder lock only)
11.1.2 POC room will have burglar bars on THREE LAB windows

12.1 CARPENTRY & JOINERY **NOT REQUIRED**

END OF CLIN TASK 1B

CLIN TASK: 2(C)- MAUN CLINIC

BACKGROUND INFORMATION

On site survey was done by the team above and it was determined that the original concept presented substantial physical barriers that would require extensive and costly deconstruction, specialized equipment and logistic considerations without guarantee of functional principals. The DBES contingent, as well as the CDC representative considered multiple options ranging from the building of simple brick and mortar structure as well as optional site locations for the Porta Cabin. Key to these considerations was the strongly worded aversion of both Dr. Mungisi and the DBES team to removal of well established trees which are at present providing a substantial cooling envelope for the main clinic and the IDCC. Efforts were made to limit invasive requirements but this plan was undeliverable at a reasonable cost. It was determined, on site, that the original plan did not allow enough space for patient seating within the entry zone and would thus require even further site adjustment.

It was unanimously decided that the best location for the Portable Structure would be the East end of the IDCC Clinic. This would provide for all essential access requirements, waiting areas, utility availability and cost effective movement of the unit within site and with simplified means. No physical structures, service disruption or natural barriers must be removed for delivery of this option.

PERSONNEL

On site facility team: (This SOW has been reviewed and approved by DBES)

Dr. M. Tshiagula	**DHMT/ARV Coordinator**	**6860304/71368585**
Dr. M. C. Mungisi –	**Hosp Superintendent**	**71318588/6876000**
Ms. P. Keretetse –	**Matron Clinics**	**6879000/72408481**
Ms. K. Maphane –	**IDCC in charge**	**6860304/73488961**
Mr. O. Molale –	**Maun Depot**	**6860217/74684499**
Ms K. Basinoko-	**CDC Research Nurse**	**71324360**

ALTERATION OBJECTIVE:

The Contractor shall prepare designated site for the movement of (1x)Dual-Office Portable Structure located on site to new location approximately 20 meters from current position. This will require some site leveling and the removal of one small bush. Work will include decommissioning / recommissioning electrical supply, providing Hand Wash Basin with plumbing for Hot/Cold water to include drainage. Service of Air conditioner and installation of paving, a rain shelter structure and metal/wood benches (4 X 8 seaters)for 32 persons. Maun Clinic is approximately 500 meters to the North West of the Maun Bus Terminals defined in this Statement of Work (SOW). Work will include the following tasks from the above SOW GUIDANCE:

EXCAVATION –PAVING - SHELTERING STRUCTURES - COVERED WALKWAY - BENCH SEATING - PAINTING
ELECTRICAL WORKS - PLUMBING WORKS - MECHANICAL – HVAC - AIR EXTRACTION - SECURITY
CARPENTRY AND JOINERY

TASK DETAILS: (See SOW Details above for method; refer to ATTACHED DRAWINGS AND PHOTOS for layout)

1.1 EXCAVATION [Generally as per SOW section (6)]

1.1.1 Excavation of the earth for paving and footings shall be dug all for surface drainage, safe walking surfaces and smooth transition from existing structures.

1.1.2 Proposed area directly below the area for the relocation of the Porta Cabin, though not paved, will be graded to receive the unit so that the metal steps will rest level upon the new walkway paving without adjustment or fabrication.

1.1.3 Rear and ends of the Porta Cabin will have at least 100mm of chassis clearance for cement block footings.

1.1.4 All areas for proposed paving will be excavated of loose soils to a depth necessary to mix and compact fill layers to receive paving.

1.1.5 Allowance for Walkway Paving (1000W X 6000L) between the extents of the front of the Porta Cabin and the cement bordering of the IDCC Apron will be graded to no more than 2% across the width and will match the fall of the IDCC Apron over its length.

1.1.6 Allowance for the proposed paved patient waiting area will be excavated to allow level transition to pavers from the building aprons of both adjacent buildings.

1.1.7 Excavation around the three existing manhole structures will be tapered to provide seamless transition from paver to concrete housing and prevent protrusions and improve safety.

2.1 PAVING [see SOW Section(7)for standards]

2.1 Pavers will be interlocking herringbone.

2.2 Color, thickness and style will be consistent throughout

2.3 Paved areas which do not have existing structural borders will be finished with cement curbing

2.4 Total proposed paved area is approximately 36 SQM as per the attached drawing.

3.1 SHELTERING STRUCTURES [see SOW Section(8.1)]

3.1 Main Patient Waiting Area Shelter (APPROX 5000 X 6000) will be constructed of square steel posts and cross members and designed to receive 5mm IBR roofing sheets.

3.1.1 Posts will be rust proved and painted to match the existing plaster structures of permanent structures.

3.1.2 Shelter roof will extend 150mm beyond the extents of the paved area.

3.1.3 Shelter roofing will drain to the lowest point of the paved area.

4.1 COVERED WALKWAY [see SOW Section(8.2)](Fig 2C1)

4.1.1 (APPROX 1500 X 7000) A matching covered walkway will be constructed over the proposed area created between the Porta Cabin and the IDCC structure.

4.1.2 Walkway roofing will run parallel to both structures so as to drain water to the lower end.

4.1.3 Walkway roofing will be enclosed by drip-flashing and waterproofing to both structures at the sides

4.1.4 Walkway into the Porta Cabin will be covered and will connect to the main Patient Waiting area.

4.1.5 It will be 200mm higher than doorways to allow Porta Cabin doors to fully open under the shelter.

4.1.6 Walkway shelter will be extended over paving at both entrance thresholds.

4.1.7 Shelter will be flashed and waterproofed to the porta cabin over doorways.

5.1 BENCH SEATING [see SOW Section(8.3)](Fig 2C1)

5.1.1 Provide (4nos) 4000mmL X 400mmW X 400mm H, simple steel frame benches with 50mm X 200mm wood plank seating. Benches will be array as per diagram.

6.1 PAINTING [see SOW Section(9)]

6.1.1 Will include shelter and walkway covering
6.1.2 Benches, burglar bars, and security gate to match
6.1.3 Make good any internal and external patching repair

7.1 ELECTRICAL WORKS [see SOW Section(10)]

7.1.1 The electrical works includes decommissioning of current power supply from Main Clinic to Portable Cabin, commissioning of new installation to sub distribution board of adjacent building, branch circuit wiring, outlets, light fixtures and all required materials and fittings. This includes the back-up generator distribution and controls.
7.1.2 The Contractor shall ensure all light fittings, outlets, isolators and finished electrics are properly connected and tested from the sub-circuit and ensure that the connections are in accordance with the approved Botswana building code.
7.1.3 All exposed conductors runs other than steel wire armored cable shall be protected by metal duct, conduit or trunking. All concealed wiring shall be in metallic or plastic raceways.
7.1.4 Armored Cable, conduit or trunking installed on the building exterior shall be made water-proof.
7.1.5 Existing Distribution panels shall be configured to support the available power requirements.
7.1.6 All electrical material, fittings, fixtures, and accessories supplied or installed by the contractor shall comply in all respects with local standards as confirmed by the DBES representative facility manager.
7.1.7 Ensure enough power is available in the DB breaker for the proper functioning of the 9000btu AC unit with Isolators.

8.1 PLUMBING WORKS [see SOW Section(11)]

8.1.1 The Contractor shall provide one pedestal hand wash sink with Hot and Cold taps to the TB Consultation Room (left room) together with the required connection of all required fittings, fixtures and equipment.
8.1.2 The Contractor shall ensure that the installation of all plumbing works under this contract meet or exceed Botswana Medical standards for examination rooms.
8.1.3 Isolation valves shall be provided on all fixture supply lines, where supply line exit walls.
8.1.4 All pipe sizes shall be as specified in the project drawings, when sizes are not indicated on the drawings the size shall match existing or meet acceptable local standards of building construction.
8.1.5 External water supply and drainage piping for the Hand Wash sink will be to the nearest available grey water drainage system. Piping will be properly secured and concealed from tamper and not represent an obstruction to external passage. Where necessary, PVC piping may need to be laid underground to prevent tampering.

9.1 MECHANICAL – HVAC [see SOW Section(12)]

9.1.1 Existing AC units are of unknown serviceability and will be serviced, repaired or replaced for POC room
9.1.2 If replacing, install similar make, model and rated unit.

10.1 AIR EXTRACTION [see SOW Section(13)]

10.1.1 Install one unit as per specifications in POC room

11.1 SECURITY [see SOW Section(14)]

11.1.1 POC room will have security gate on the door (cylinder lock only)
11.1.2 POC room will have burglar bars on the window

12.1 CARPENTRY & JOINERY [see SOW Section(15.1;2;4-5)]

12.1.1 Waterproofing of roofing and window flashings. All leaks will be repaired and damaged materials replaced.

12.1.2 Interior patch and repair or walls, floors, and doors is required to match existing material

12.1.3 All windows, doors, hinges and moving parts will be functioning as designed

12.1.4 All Doors will have new cylinder locks installed with (2nos) keys each.

12.1.5 Door between the two rooms of this porta cabin will be sealed with rubber strip to prevent air exchange.

12.1.5 Door between the two rooms will be blocked in place with 90 degree angle metal strip of aluminum mounted to the floor on both sides of the door.

END OF CLIN TASK 2(C)

CLIN TASK: 2(D)- MAUN – BOSEJA CLINIC

BACKGROUND INFORMATION
Commissioning alterations will be completed for a room in the IDCC building which has been on the site for other uses.

PERSONNEL
On site facility team: (This SOW has been reviewed and approved by DBES)

Dr. M. Tshiagula	**DHMT/ARV Coordinator**	
6860304/71368585		
Dr. M. C. Mungisi –	**Hosp Superintendent**	**71318588/6876000**
Ms. P. Keretetse –	**Matron Clinics**	**6879000/72408481**
Mr. K. Jome –	**IDCC in charge**	**6862128/71488100**
Ms K. Basinoko-	**CDC Research Nurse**	**71324360**
Mr. O. Molale –	**Maun Depot**	**6860217/74684499**

ALTERATION OBJECTIVE:

Upgrade electrical, ventilation, security, access and space requirements to existing room. Work will include the following tasks from the above SOW GUIDANCE:

PAINTING - ELECTRICAL WORKS - PLUMBING WORKS - MECHANICAL – HVAC - AIR EXTRACTION -SECURITY
CARPENTRY AND JOINERY

TASK DETAILS: (See SOW Details above for method; refer to ATTACHED DRAWINGS AND PHOTOS for layout)

1.1	**EXCAVATION**	**NOT REQUIRED**
2.1	**PAVING**	**NOT REQUIRED**
3.1	**SHELTERING STRUCTURES**	**NOT REQUIRED**
4.1	**COVERED WALKWAY**	**NOT REQUIRED**
5.1	**BENCH SEATING**	**NOT REQUIRED**

6.1 PAINTING [see SOW Section(9)]
6.1.1 Make good any internal and external patching repair

7.1 ELECTRICAL WORKS [see SOW Section(10)]
7.1.1 As per DBES instructions and SOW, confirm and upgrade power source in IDCC
7.1.2 POC room will have a multi-plug with three outlets in addition to the existing wall outlet. Inspect and upgrade existing outlets and switches
7.1.3 All internal and external fixtures and fittings will be operational
7.1.4 Ensure enough power is available in the DB breaker for the functioning of A 9000btu AC units with Isolators.

8.1 PLUMBING WORKS [see SOW Section(11)]

8.1.1 Supply the POC room with hand wash sink and fixtures
8.1.2 Drainage to nearest French drain. If one must be added, it will be to the rear of the PC.
8.1.3 Hot and Cold water supply from IDCC

9.1 MECHANICAL – HVAC [see SOW Section(12)]

9.1.1 Existing AC units are of unknown serviceability and will be serviced, repaired or replaced
9.1.2 If replacing, install similar make, model and rated unit.
9.1.3 Install new AC 9000btu in new consultation

10.1 AIR EXTRACTION [see SOW Section(13)]

10.1.1 Install one unit as per specifications in the POC room

11.1 SECURITY [see SOW Section(14)]

11.1.1 POC room will have security gate on existing door (cylinder lock only)
11.1.2 POC room will have burglar bars on the existing windows

12.1 CARPENTRY & JOINERY [see SOW Section(15.1;2;4-5)]

12.1.1 Waterproofing of roofing and window flashings. All leaks will be repaired and damaged materials replaced.
12.1.2 Interior patch and repair or walls, floors, and doors is required to match existing material
12.1.3 All windows, doors, hinges and moving parts will be functioning as designed
12.1.4 All Doors will have new cylinder locks installed with (2nos) keys each.

BID Format Example for EACH SITE:

(PROVIDE BOTH PRICE / QUANTITY)

2.0	**CLIN TASK** _____		
3.0	**PERIOD OF PERFORMANCE:**	**15 days immediately after award**	
4.2	**SITE PREPARATION:**		
	4.2.4	Verify existing conditions	P_____
	4.2.5	Setting out of works	P_____
5.1	**DEMOLITION**		P_____
6.	**EARTH EXCAVATION**		P_____
7.	**PAVING**		P_____
8.	**SHELTERING STRUCTURES**		P_____
8.2	**Covered Walkways**		P_____
8.3	**Waiting Area -Bench Seating**		P_____
9.	**PAINTING**		
	9.1	Interior	P_____
	9.2	Exterior Painting Service.	P_____
	9.2.2	Painting, Enamel paint (New metal)	P_____
10.	**ELECTRICAL WORKS**		
	10.1	Decommissioning / New Installations	P_____
	(DB Configuration, Switch gear; trunk and conduit, wiring, fixtures, fitting, ups connection distribution and control)		
	10.2	Service and test all fittings, fixtures,	P_____
	finished electrics from supply and certify compliance w/Botswana building code confirmed by the DBES area facility manager.		
11.	**PLUMBING WORKS**		P_____
12.	**MECHANICAL – HVAC 9000 BTU**		P_____
13.	**AIR EXTRACTION (6-12 AIR EXCHANGE PER HOUR)**		P_____
14.	**SECURITY(LOCKS/BARS/GATES/TRELLIDORS**		P_____

SUB TOTAL	P_____
VAT	P_____
GRAND TOTAL	P_____

II. Delivery Location and Time

A. The contractor shall deliver all ordered service per the statement of work to the stated sites.

B. The contractor shall deliver all items not later *than 15* days after date of contract award.

C. Any contractor personnel involved with the delivery of the service shall comply with standard U.S. Embassy regulations for receiving supplies. The Contracting Officer's Representative (COR) will be responsible for instructing contractor personnel at the time deliveries are made.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (JUN 2010), is incorporated by reference. (See SF-1449, block 27a).

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

Paragraph (b), check as appropriate:
(1)check if requirement exceeds $150,000
(2) check if requirement exceeds $5,000,000 and the performance period is 120 days or more
(3) not applicable overseas
(4) check if requirement exceeds $25,000
(5) through (24) are not applicable.
(25) check if requirement is for supplies and exceeds the micro-purchase threshold
(26, 27 and 28) check if requirement is for supplies exceeds $10,000 and is awarded to a US firm or is for services exceeds $10,000 and is awarded to a US firm whose employees performing the work were recruited within the US
(29) do not check if both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island. Otherwise, contact your OPE Desk Officer for instructions.
(30) check if you have included clause 52.222-35
(31) check if any of the work will be performed in the U.S. and the requirement exceeds the simplified acquisition threshold.
(32) do not check since you are contracting only for work that will be performed outside of the United States. If some of your work will be performed inside the U.S., contact your OPE Desk Officer.
(33i and ii) check if the requirement exceeds $150,000 and is for or specifies the use of EPA designated items containing recovered materials. If technical personnel advise that estimates can be verified, use the clause with its Alternate I.
(34) Unless exempt pursuant to FAR 23.204 check this clause when energy-consuming products listed in the ENERGY STAR® Program or FEMP will be—
(a) Delivered; (b) Acquired by the contractor for use in performing services at a Federally-controlled facility; (c) Furnished by the contractor for use by the Government; or (d) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.
(35i and ii) Unless an exception has been approved in accordance with FAR 23.705(c), insert the clause at 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products, in all solicitations and contracts for— (i) Personal computer products; (ii) Services that require furnishing of personal computer products for use by the Government; or (iii) Contractor operation of Government-owned facilities. Use the clause with its Alternate I when there are sufficient EPEAT Silver registered products available to meet agency needs.
(36) check this clause

(37) and (38) are not applicable
(39) check if the requirement will be $203,000 or more, if the acquisition is covered by the WTO GPA (see FAR Subpart 25.4) and the agency has determined that the restrictions of the Buy American Act are not applicable to US made end products. If the agency has not made such a determination, the Contracting Officer must follow agency procedures.
(40) check if the requirement is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC.
(41) and (42) are not applicable
(43) check this clause
(44) check this clause after obtaining guidance from your OPE Desk Officer and the offeror has requested installation/progress payments in their offer.
(45) check if payment will be made by EFT and the contractor has registered in the CCR.
(46) check if payment will be made by EFT or other means, e.g. check, and the contractor has not registered in the CCR.
(47) and (48) are not applicable.
(49i and ii) check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned US-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for US-flag commercial vessels. Check Alternate I if 100% of the supplies will be transported on privately owned US-flag commercial vessels.

Paragraph (c) is not applicable

Paragraph (e) applies only if award is made to a US firm:
(ix) Alternate I check if local law identifies "off-limits establishments"

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS (AUG 2011)

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

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

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

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to

implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

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

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

__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

_X_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

_X_ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

__ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (10) [Reserved]

__ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-6.

__ (iii) Alternate II (Mar 2004) of 52.219-6.

__ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

__ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

__ (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

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

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

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

__ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

__ (16) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

__ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

__ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

__ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

__ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

__ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

_X_ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

_X_ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X_ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

__ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

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

__ (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

__ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

__ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (38)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

__ (ii) Alternate I (Jan 2004) of 52.225-3.

__ (iii) Alternate II (Jan 2004) of 52.225-3.

__ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_X_ (40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

_X_ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

__ (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

__ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated

in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

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

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

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

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

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

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

__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not

require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

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

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

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

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.state.gov to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

2) Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

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*.

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

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

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

Financial Management Office (FMO)
American Embassy Gaborone
P O Box 90
Gaborone, Botswana

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

_____

_____

_____

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

a) The Department of State observes the following days as holidays including all official observed local Botswana holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

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

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

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

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

(b) The COR for this contract is Rosanna Boyd – Public Health Advisor.

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

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

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

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

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

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

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such

individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That 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.

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 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

None

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

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

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

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

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

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

Clause	Title and Date
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)

The following DOSAR provision(s) is/are provided in full text:

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

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of

interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, *Embassy Management Officer*, at *395-3982 and fax number 395-3951*. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, technical acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.

- The Government reserves the right to reject proposals that are unreasonably low or high in price.

- The proposal should also include company brochure and detailed previous and current client list, if any.

- The Government will determine quoter acceptability by assessing the quoter's compliance with the terms of the RFP.

- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

"Forced or indentured child labor" means all work or service—

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

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

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

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

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

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

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

"Women-owned small business concern" means a small business concern—

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

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

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

(b)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is

pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (*31 U.S.C. 1352*)*. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing

or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf

(COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements–Israeli Trade Act."

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

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

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

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

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

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

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

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

Canadian End Products:

Line Item No.

_____

_____

_____

[*List as necessary*]

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

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

Canadian or Israeli End Products:

Line Item No.	**Country of Origin**

[*List as necessary*]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No.	Country of Origin

_____ _____

[*List as necessary*]

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

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

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

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

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

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

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

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

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

(ii) *Examples*.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as

listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) o Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

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

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

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

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

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

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

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent

of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

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

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

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

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

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

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

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

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

(4) *Type of organization.*

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

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

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

(End of provision)

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

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

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

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

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

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

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