

June 16, 2014

Embassy of the United States of America  
Santo Domingo

To: Prospective Offerors

Subject: Gardening, Pool Cleaning and Tennis Court Maintenance Services – Solicitation  
Number SDR860-14-Q-0008

Enclosed is a Request for Quotations (RFQ) for gardening, pool cleaning and tennis court maintenance services at the Embassy of the United States of America in Santo Domingo. The sites include the New Embassy Compound, the Chief of Mission Residence, the Deputy Chief of Mission Residence and the Former Chancery. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document (to include Section I, Block 23), and Section 5, Representations and Certifications) and submit it with a technical proposal to the address shown on the Standard Form 1449 that follows this letter.

The Embassy intends to conduct a pre-proposal conference at the New Embassy Compound from 09:00am-10:00am on July 9, 2014, followed by site visits as follows:

New Embassy Compound – July 9, 2014 – 10:00am-10:30am  
Deputy Chief of Mission Residence – July 9, 2014 – 11:30am-12:00pm  
Former Chancery – July 9, 2014 – 12:45pm-1:15pm  
Chief of Mission Residence – July 9, 2014 – 1:15pm-1:45pm

All prospective offerors who have received a solicitation package are invited to attend. Please confirm site visit attendance in writing. Requests to attend the site visit that are received after July 7, 4:00pm local Santo Domingo time will not be accepted. See Section 3 of the attached solicitation for more details.

Your quotation must be submitted in a sealed envelope marked “Quotation Enclosed – Gardening Services” to the Contracting Officer, Ms. Silje Grimstad, Embassy of the United States of America, Avenida República de Colombia #57, Altos de Arroyo Hondo, Santo Domingo, D.N. on or before 4:00pm on July 30, 2014. No quotation will be accepted after this time.

(continued on next page)

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so. Questions regarding this solicitation should be submitted by email to Kristin Rockwood, Supervisory General Services Officer, [rockwoodkl@state.gov](mailto:rockwoodkl@state.gov). The deadline for submission of questions is July 16, 2014 at 4:00pm local Santo Domingo time. No question received after this deadline will be addressed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Silje M. Grimstad', written in a cursive style.

Silje M. Grimstad  
Contracting Officer

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>			1. REQUISITION NUMBER SDR860-14-Q-0008	PAGE 1 OF 59
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE (mm-dd-yyyy)	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 06-16-2014
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Ms. Kristin Rockwood		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME 07-30-2014 16:00

9. ISSUED BY U.S. Embassy Santo Domingo General Services Office Av. República de Colombia #57, Altos de Arroyo Hondo Santo Domingo, D.N. 10605 Dominican Republic	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR  NAICS: SIZE STANDARD:	<input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVERY TO Ms. Silje Grimstad, A/GSO U.S. Embassy Santo Domingo Av. República de Colombia #57, Altos de Arroyo Hondo Santo Domingo, D.N. 10605 Dominican Republic	CODE	16. ADMINISTERED BY GSO Procurement & Contracting Unit U.S. Embassy Santo Domingo Av. República de Colombia #57, Altos de Arroyo Hondo Santo Domingo, D.N. Dominican Republic	CODE
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17a. CONTRACTOR/ OFFEROR  TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Financial Management Office U.S. Embassy Santo Domingo Ave. República de Colombia #57, Altos de Arroyo Hondo Santo Domingo, D.N. Dominican Republic	CODE
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<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Line Items				0.00
					0.00
					0.00
					0.00
					0.00

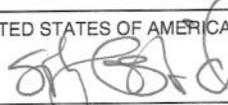
(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) 0.00
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND 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.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ (mm-dd-yyyy). YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED (mm-dd-yyyy)	31b. NAME OF CONTRACTING OFFICER (Type or Print) Silje M. Grimstad	31c. DATE SIGNED (mm-dd-yyyy) 6/16/14
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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 (mm-dd-yyyy)	32d. PRINT NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE (mm-dd-yyyy)	42b. RECEIVED AT (Location)
		42c. DATE REC'D (mm-dd-yyyy)
		42d. TOTAL CONTAINERS

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## SECTION 1 - THE SCHEDULE

### CONTINUATION TO SF-1449 RFQ NUMBER SDR860-14-Q-0008 PRICES, BLOCK 23

#### 1. SCOPE OF CONTRACT

The Contractor shall perform gardening, pool cleaning and tennis court maintenance services, including furnishing all labor, material, equipment and services, for the U.S. Embassy in Santo Domingo, Dominican Republic. The price listed shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services that have been performed satisfactorily.

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date on which performance shall start. The performance period of this contract is from the start date stated in the Notice to Proceed and continuing for 12 months.

Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The COR shall order these services on an as needed basis. This work shall be performed by Contractor trained employees, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance notice.

Because Temporary/Additional Services are based on indefinite delivery/indefinite quantity the minimum and maximum amounts are defined below:

Minimum: The Government shall place temporary/additional services orders totaling a minimum of 1,000 square meters per year. This reflects the contract minimum for the year.

Maximum: The amount of all temporary/additional services orders shall not exceed 10,000 square meters per year. This reflects the contract maximum for the year.

For billing purposes, the Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.

##### 1.1. Definitions

- i. **“Government”** means the Government of the United States of America unless specifically stated otherwise.

- ii. **“U.S. Government”** means the Government of the United States of America unless specifically stated otherwise.
- iii. **“USG”** means the Government of the United States of America.
- iv. **“Calendar Day”** means the twenty-four hour period from midnight to midnight. Saturdays, Sundays, and all holidays are considered calendar days.
- v. **“Weekday”** means Monday through Friday.
- vi. **“CO”** means Contracting Officer, a USG employee appointed as the sole individual with broad authority to enter into, administer and modify contracts as well as approve payments.
- vii. **“COR”** means Contracting Officer's Representative.
- viii. **“GTM”** means Government Technical Monitor
- ix. **“Former Chancery”** refers to the Chancer building located at Calle Cesar Nicolas Penson, esq Leopoldo Navarro, Gazcue, Santo Domingo.
- x. **“CMR”** refers to the Chief of Mission Residence located at Avenida Leopoldo Navarro #14, esq. Plinio Pina, Gazcue, Santo Domingo.
- xi. **“DCMR”** refers to the Deputy Chief of Mission Residence located at Calle Angel Severo Cabral #33, Ens. Julieta, Santo Domingo.
- xii. **“NEC”** refers to the New Embassy Compound located at Avenida República de Colombia #57, Altos de Arroyo Hondo, Santo Domingo.
- xiii. **“MSGQ”** refers to the Marine Security Guard Quarters located on the NEC Compound.

**2. PRICING**

Offerors shall provide bids in local currency (Dominican pesos (RD\$)).

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the contract line item rates or invoices because the U.S. Embassy has tax exempt status with the host government.

2.1. PERIOD OF PERFORMANCE (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months)

BASE YEAR:

Standard services: The firm fixed price for the contract is:

Per month \_\_\_\_\_ x 12 months = \_\_\_\_\_ per year.

**Breakdown by Location**

Facility	Location	Unit Price Per Month (RD\$)
Former Chancery	Calle Cesar Nicolas Penson #81, esq. Leopoldo Navarro, Gazcue	
CMR	Avenida Leopoldo Navarro #14, esq. Plinio Pina, Gazcue	

DCMR	Calle Angel Severo Cabral #33, Ens. Julieta	
NEC	Avenida República de Colombia #57, Altos de Arroyo Hondo	
	<b>Standard Services (Per Month Total)</b>	

Temporary Additional Services. The Unit Price (Firm-Fixed-Price) for temporary additional services for the year is:

Per Square Meter \_\_\_\_\_

Estimated Maximum Number of Square Meters for Year: 20,000

Total Temporary Additional Services Not to Exceed for Year \_\_\_\_\_

**CONTINUATION TO SF-1449  
RFQ NUMBER SDR860-14-Q-0008  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20**

**1. PERFORMANCE WORK STATEMENT**

The purpose of this contract is to obtain gardening, pool cleaning and tennis court maintenance services for real property owned or managed by the U.S. Government in Santo Domingo, Dominican Republic. The Contractor shall perform the services in all designated spaces.

**1.1. GENERAL REQUIREMENTS**

The Contractor shall include all planning, administration, and management necessary to ensure that all services comply with the contract, schedules and instructions of the COR and the GTM, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, quality control, financial oversight, and maintenance of complete records and files.

**1.1.1. LOCATION FOR SERVICES**

All standard services are to be delivered on regular, non-holiday weekdays. The sites include:

<b>Facility</b>	<b>Location</b>	<b>Square Meters</b>
Former Chancery	Avenida Cesar Nicolas Penson #81, esq. Leopoldo Navarro, Gazcue	7,810
CMR	Avenida Leopoldo Navarro #14, esq. Plinio Pina, Gazcue	18,400

DCMR	Calle Angel Severo Cabral #33, Ens. Julieta	2,500
NEC	Avenida República de Colombia, Altos de Arroyo Hondo	31,000

## 1.2. MANAGEMENT AND SUPERVISION

1.2.1. SUPERVISION. The Contractor shall designate a Project Manager/Supervisor who understands written and spoken English and who shall be responsible for on-site supervision of the Contractor's workforce during all working hours. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have supervision as his or her sole function.

1.2.2. SCHEDULES. The Contractor shall be responsible for coordinating all work to be performed under this project with the Contracting Officer and the Contracting Officer's Representative. The Contractor shall maintain work schedules.

1.2.3. QUALITY CONTROL. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR and the GTM. The COR and/or the GTM will schedule surprise inspections of the Contractor's work.

1.2.4. TECHNICAL GUIDANCE. The Contractor shall have a minimum of five years of experience in gardening and landscaping and must have a trained horticulturalist with at least two years of experience in vegetation and lawn care on staff. The horticulturalist will give technical guidance to the Contractor's work force and will develop and guide the Contractor's programs for lawn, tree and other plant care.

1.2.5. GROUNDS MAINTENANCE PLAN. The Contractor shall submit an annual Grounds Maintenance Plan for each location that reflects the proposed frequency for meeting the requirements of this contract. The Grounds Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The Contractor shall submit a draft Grounds Maintenance plan (the requirements for the draft are the same as the requirements for the final plan) with its bid, and then the final Grounds Maintenance Plan for the base year to the COR for approval within 15 days after contract award.

1.2.6 HAZARDOUS AND TOXIC SUBSTANCES. It is the Contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in under this contract. The Contractor assumes all liability for damage and/ or injury for use of chemical products or equipment. All chemicals shall be applied by properly licensed personnel.

1.2.6.1. The Contractor shall notify the COR prior to applications and advise of any danger associated with the use of these products. The Contractor shall obtain approval of the COR for all chemicals used for this contract.

1.2.6.2. The Contractor shall supply all Material Safety Data Sheets (MSDS) for products proposed to be used to the COR as a part of the Grounds Maintenance Plan.

1.2.6.3. The Contractor shall use herbicide spray to prevent growth in paved areas or areas where vegetated growth is not permitted.

1.2.6.4. The Contractor shall adhere to chemical manufacturer's application, usage, and clean-up directions strictly. The Contractor shall take all precautions necessary to eliminate chemical misuse, personal property damage, and/or damage to wildlife.

1.2.6.5. The Contractor shall satisfy and comply with any and all local and OSHA regulations in the handling, application, disposal, and storage of all chemicals and / or hazardous chemicals.

1.2.6.6. The Contractor shall notify the COR in the event of any unusual circumstances regarding plant determination, wildlife death (mammal, fowl, or fish) or other abnormal occurrences.

1.2.6.7. The Contractor shall be responsible for any damages incurred by the improper use, storage, or application of all chemicals or substances used on the premises.

1.2.7. CODES AND STANDARDS. The Contractor, as a minimum, shall meet or exceed the applicable requirements of the latest revision of the following codes and specifications published by the following organizations:

- (DOS) Department of State
- (EPA) Environmental Protection Agency
- (OSHA) Occupational Safety and Health Act
- (Local Laws) Knowledge of local laws and regulations pertaining to environmental matters.

It is not the intent of this specification to restrict the Contractor's work. These specifications are the minimal requirements acceptable to the U.S. Embassy in Santo Domingo.

1.2.8. SAFETY. The Contractor shall protect the property from all potential hazards. The Contractor will adhere to and enforce all applicable local safety regulations. The Contractor shall provide safety barriers, as required, to clearly identify the working area and to prevent others from accessing the work area. The safety zone shall be sufficiently sized to prevent damage to others or to existing facilities and structures. Upon completion of the work, the Contractor shall remove the safety barriers from the work area. The Contractor shall report any accidents, injuries, fires or other incidents of a serious nature or incidents requiring emergency response to the guards at the location and the COR, immediately. Contractor personnel shall wear appropriate personal protective equipment for the task being performed.

1.2.9. ENVIRONMENTAL PROTECTION. The Contractor shall protect rivers and drainage ditches from chemical contamination, sediment run-off, construction debris, and other damage. Soil erosion and sediment control provisions and maintenance in accordance with local

requirements are required. In the case of a spill or release of any sort, the Contractor shall immediately notify the COR.

1.2.10. USE OF SITE. The properties will be in daily use and will remain so during the work. The Contractor shall not interfere with the occupants' use of the existing facilities. The Contractor shall not enter any buildings without authorization from the USG.

The Contractor shall confine activities to the immediate work site. The Contractor shall not unreasonably encumber the work area with materials or equipment. The Contractor shall keep the work area clean at all times and shall promptly remove waste materials or rubbish.

1.2.11. UNDERGROUND UTILITIES. The Contractor shall consult with the COR before digging in any location.

### 1.3. SPECIFIC REQUIREMENTS

**The technical Statement of Work varies depending on the location. The specific work to be done on the New Embassy Compound will be addressed separately from the work that is to be done for the Chief of Mission Residence, Deputy Chief of Mission Residence and Former Chancery. See below.**

#### 1.3.1. SPECIFIC REQUIREMENTS – FORMER CHANCERY, CMR and DCMR

The quality of maintenance and appearance of the grass, shrubbery, garden areas, trees, walkways and related landscape elements is important to the U.S. Mission. The Government will measure the Contractor's work by the health and appearance of the landscape covered by this contract.

The requirements for the Former Chancery, CMR and DCMR include providing all labor, materials, equipment, tools, and services required to provide professional gardening, landscape maintenance, pool cleaning and tennis court maintenance. In general, the work includes but is not limited to:

- Lawn Care
- Pruning
- Watering
- Fertilization
- Pest Control
- Weed Control
- Roadway Cleaning
- Debris Removal
- CMR Swimming Pool and Tennis Court Maintenance
- DCMR Swimming Pool Maintenance

##### 1.3.1.1 LAWN CARE

**GRASS CUTTING.** The Contractor shall maintain the height of grass between 4 and 6 centimeters. The Contractor is responsible for all equipment and fuels needed to complete this task.

**EDGING.** The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.

**TRIMMING.** The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.

**WEEDING.** The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval of the COR for all applications of weed killers.

**TURF REPAIR AND RE-ESTABLISHMENT.** The Contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and normal foot traffic. The damaged area shall be filled in and leveled and then seeded or sodded, and maintained to conform to adjacent areas.

The method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair shall be part of the Contractor's Grounds Maintenance Plan.

**1.3.1.2. PRUNING.** The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.

The Contractor shall prepare a written schedule, as part of the Grounds Maintenance Plan, showing the method, frequencies, and dates of pruning.

The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to:

- direct and encourage plant growth in directions desired,
- remove dead and unsightly growth, and
- maintain a neat and attractive appearance.

The Contractor must take special care to prune trees in pedestrian areas on a regular basis. All major pruning shall be done only under the direction of the horticulturalist. The Contractor shall remove all dead branches and diseased foliage immediately, and shall remove insect or disease infested plant material from site and dispose of it appropriately. The Contractor shall use the proper tools for pruning at all times.

The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season according to best horticultural

practice. The Contractor shall prune all hedges and shaped shrubs to maintain proper shape at all times.

At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.

1.3.1.3. LEAF REMOVAL. The Contractor shall, on a daily basis, remove fallen leaves and palm fronds from the grounds.

1.3.1.4. RECYCLED MATERIALS. The Contractor shall promote recycled uses for lawn and tree debris in meeting other gardening needs, such as mulch and compost.

1.3.1.5. REMOVAL OF DEBRIS. The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

1.3.1.6. WATERING. The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of seven (7) centimeters. If natural precipitation is sufficient to fulfill this requirement, the Contractor may request the COR's permission to suspend watering to avoid too much water in the soil.

The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall take into account the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.

The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.

1.3.1.7. FERTILIZER. The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.

The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan.

The Contractor shall fertilize the lawn areas a minimum of two times per year.

The Contractor shall apply weed killer once a year. If weed killer is not required, the Contractor shall request a waiver in writing from the COR.

The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of once a year.

1.3.1.8. PEST AND DISEASE CONTROL. The Contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the COR for all pesticides.

The Contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.

1.3.1.9. CLEANING OF ROADWAYS AND WALKWAYS. The main roadways and walkways shall be swept or blown clean on a daily basis. The Contractor shall also remove stone flakes or chips that result from the wearing of stone walkways. The Contractor shall accomplish this work with minimum interference to pedestrian and vehicular traffic.

1.3.1.10. SWIMMING POOL MAINTENANCE. It is the Contractor's responsibility to maintain the swimming pools at the CMR and DCMR. The work consists of, but is not limited to: general cleaning procedures, water treatment and water balancing, water testing and seasonal care. The end result shall be sparkling, safe water and clean surroundings. The water volume of the pool at the CMR is approximately 46,000 gallons, and the volume of water in the pool at the DCMR is approximately 45,000 gallons.

The Contractor shall present a plan for swimming pool maintenance as a part of its Grounds Maintenance Plan.

#### General Cleaning

The Contractor shall keep pool areas (including the deck) clean at all times. At a minimum, the areas are to be hosed, swept and mopped on a daily basis.

The Contractor shall keep the pool bottom free of debris and pool sides free of scum and dirt at all times. The Contractor shall clean and vacuumed every Monday, Wednesday and Friday, or after wind and rain have brought debris, or on any other day as requested by the COR. Part of the cleaning process must include checking and cleaning the strainer baskets (skimmers) and hair/lint pot (pump). Before vacuuming, the water must be allowed to settle for at least two hours with no swimmers present. There should be no standing water around the pool deck. The Contractor shall provide all the cleaning equipment to include, at a minimum: algae brush, leaf rake, leaf skimmer, wall and floor brush and all necessary detergents.

#### Water Treatment and Water Balance

Proper maintenance of pool water depends for the most part on chemical (proper water balance for minerals and pH) and biological (adequate disinfection and algae control) principles. The free available chlorine should measure between 1.0 and 3.0 ppm (parts per million). The recommended method for measurement of free-available chlorine is the diethyl-p-phenylene diamine (DPD) test. The addition of a stabilizer (cyanuric acid [thihydroxytriazine]) is

recommended to inhibit ultraviolet degradation of free-available chlorine if unstabilized forms of chlorine are used.

The basic measures and factors in water balance are: pH, total alkalinity, water hardness, temperature, total dissolved solids and metals present (iron and copper). The range of acceptable pH level in a pool is from 7.2 to 7.8. The ideal total alkalinity level for pool water is 80-120 ppm. The ideal range for water hardness, measured as calcium carbonate, shall be 200-400ppm. As far as water temperature, this should be between 25 and 28 degrees C. The total dissolved solids (TDS) in pool water should be not higher than 2,000ppm. Finally, there shall be no metals in the pool water and if detected, a sequestering agent shall be added on a monthly basis for persistent problems.

The Contractor shall provide all the chemicals to maintain the water pool chemically balanced in accordance with normal practice.

### Water Testing

The Contractor shall provide an accurate and reliable test kit for each pool under this contract and follow the test procedures and sequence of the various tests in accordance with the kit instructions or known practices. The Contractor shall make certain that the test sample is a representative of the entire pool by collecting water from several areas around the pool and mixing the water together to obtain a composite sample. Samples shall not be taken adjacent to the inlet pipe and the water sample shall be tested promptly after being collected.

The Contractor shall test the water in each pool at least twice a day (morning and afternoon), every day of the week. The Contractor shall maintain a record of test results for the last 30 days and have them available at the pool site in a legible form for inspection by the COR. The Contractor shall provide all the testing chemicals to maintain a verifiable test program in accordance with the above minimum standards.

1.3.1.11. TENNIS COURT MAINTENANCE. It is the responsibility of the Contractor to maintain the tennis court at the CMR. The tennis court is the Har-Tru type with a sandy surface.

The Contractor shall present a plan for tennis court maintenance as a part of its Grounds Maintenance Plan.

The work consists of tennis court maintenance to include: roller passes and application of water with a hose in spray mode to the sand surface as described below.

Roller Pass – the roller is available on site as government furnished equipment. The surface is to be rolled every time it rains with enough intensity to saturate the sand surface. The surface is to be rolled a minimum of three times a week or each time it rains, whichever is less.

Hosing of sand surface – the sand surface is to be wet by hand with a hose in spray mode twice a day (morning and afternoon). The surface should be wetted until the sand starts to turn greenish. In case of rain, there should be no additional wetting necessary.

### 1.3.2. SPECIFIC REQUIREMENTS – NEW EMBASSY COMPOUND

The quality of maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements is important to the U.S. Mission. The Government will measure the Contractor's work by the health and appearance of the landscape covered by this contract.

The requirements for the New Embassy Compound include, but are not limited to, providing all labor, materials, equipment, tools, and services required to provide the required work at the NEC. The work includes:

- Roadway Cleaning
- Debris Removal
- NEC Swimming Pool Maintenance

The Contractor shall present a plan for accomplishing the NEC work described in this section as a part of its Grounds Maintenance Plan.

1.3.2.1. **CLEANING OF ROADWAYS AND WALKWAYS.** The parking lots, main roadways and walkways shall be swept or blown clean on a daily basis. The Contractor shall also remove stone flakes or chips that result from the wearing of stone walkways. The Contractor shall accomplish this work with minimum interference to pedestrian and vehicular traffic.

1.3.2.2. **REMOVAL OF DEBRIS.** The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways, the parking lots and all curbs within or adjacent to the areas. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

1.3.2.3. **SWIMMING POOL MAINTENANCE.** It is the Contractor's responsibility to maintain the swimming pool at the NEC. The work consists of, but is not limited to: general cleaning procedures, water treatment and water balancing, water testing and seasonal care. The end result shall be sparkling, safe water and clean surroundings. The water volume of the pool at the NEC is approximately 75,950 gallons.

#### General Cleaning

The Contractor shall keep pool areas (including the deck) clean at all times. At a minimum, the areas are to be hosed, swept and mopped on a daily basis.

The Contractor shall keep the pool bottom free of debris and pool sides free of scum and dirt at all times. The Contractor shall clean and vacuum every Monday, Wednesday and Friday, or after wind and rain have brought debris, or on any other day as requested by the COR. Part of the cleaning process must include checking and cleaning the strainer baskets (skimmers) and

hair/lint pot (pump). Before vacuuming, the water must be allowed to settle for at least two hours with no swimmers present. There should be no standing water around the pool deck. The Contractor shall provide all the cleaning equipment to include, at a minimum: algae brush, leaf rake, leaf skimmer, wall and floor brush and all necessary detergents.

### Water Treatment and Water Balance

Proper maintenance of pool water depends for the most part on chemical (proper water balance for minerals and pH) and biological (adequate disinfection and algae control) principles. The free available chlorine should measure between 1.0 and 3.0 ppm (parts per million). The recommended method for measurement of free-available chlorine is the diethyl-p-phenylene diamine (DPD) test. The addition of a stabilizer (cyanuric acid [thihydroxytriazine]) is recommended to inhibit ultraviolet degradation of free-available chlorine if unstabilized forms of chlorine are used.

The basic measures and factors in water balance are: pH, total alkalinity, water hardness, temperature, total dissolved solids and metals present (iron and copper). The range of acceptable pH level in a pool is from 7.2 to 7.8. The ideal total alkalinity level for pool water is 80-120 ppm. The ideal range for water hardness, measured as calcium carbonate, shall be 200-400ppm. As far as water temperature, this should be between 25 and 28 degrees C. The total dissolved solids (TDS) in pool water should be not higher than 2,000ppm. Finally, there shall be no metals in the pool water and if detected, a sequestering agent shall be added on a monthly basis for persistent problems.

The Contractor shall provide all the chemicals to maintain the water pool chemically balanced in accordance with normal practice.

### Water Testing

The Contractor shall provide an accurate and reliable test kit for each pool under this contract and follow the test procedures and sequence of the various tests in accordance with the kit instructions or known practices. The Contractor shall make certain that the test sample is a representative of the entire pool by collecting water from several areas around the pool and mixing the water together to obtain a composite sample. Samples shall not be taken adjacent to the inlet pipe and the water sample shall be tested promptly after being collected.

The Contractor shall test the water in each pool at least twice a day (morning and afternoon), every day of the week. The Contractor shall maintain a record of test results for the last 30 days and have them available at the pool site in a legible form for inspection by the COR. The Contractor shall provide all the testing chemicals to maintain a verifiable test program in accordance with the above minimum standards.

## **2. WORKING HOURS**

All work shall be performed on weekdays between 8:00am and 5:00pm, Monday through Friday, except for the holidays identified in the Addendum in Section 2. Other hours may be approved

by the COR. The Contractor must provide at least 24 hour advance notice to the COR who will consider any deviation from the hours identified above.

Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The Contracting Officer shall order these services on an as needed basis. The COR may require the Contractor to provide Temporary Additional Services with 24 hour advance notice. This work shall be performed by trained employees of the Contractor, and shall not be subcontracted.

### **3. DELIVERABLES**

The following items shall be delivered under this contract:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DELIVERY DATE</u>	<u>DELIVER TO</u>
Draft Grounds Maintenance Plan	1	With proposal	Contracting Officer
Grounds Maintenance Plan	1	15 days after award	COR
Insurance	1	10 days after award	Contracting Officer
List of Personnel for security clearance	1	10 days after award	COR
Payment Request	1	Monthly	COR

### **4. PERSONNEL REQUIREMENTS**

4.1. GENERAL. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

#### **4.2. STANDARD OF CONDUCT**

4.2.1 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the COR. The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms. The Contractor shall also provide personal protective equipment.

4.2.2. Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

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

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

4.2.5. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances including but not limited to the following infractions:

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

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

4.3. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

#### 4.4. PERSONNEL SECURITY

4.4.1. Ten days after contract award, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of

workers and supervisors assigned to this project, including planned back-up personnel. The Government will run background checks on these individuals. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Cedula number

4.4.2. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the USG. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

## **5. MATERIALS AND EQUIPMENT**

The Contractor shall provide all necessary gardening supplies and equipment to perform the work identified in this contract. Refer to Attachment 2 for a list of the minimum materials, equipment, supplies and work clothing to be supplied.

## **6. INSURANCE**

6.1. **AMOUNT OF INSURANCE.** The Contractor is required to provide all insurance that is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

6.2. **GENERAL LIABILITY** (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. **Bodily Injury**

Per Occurrence	As required by Dominican Republic law
Cumulative	As required by Dominican Republic law

2. **Property Damage**

Per Occurrence	As required by Dominican Republic law
Cumulative	As required by Dominican Republic law

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

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

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

- any property of the Contractor,
- its officers,
- agents,
- servants,
- employees, or
- any other person

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

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

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

6.8. Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

#### 6.9 ACCIDENTS AND INJURY

- A. The Contractor and his employees shall comply with all OSHA regulations and the Dominican Republic's local safety regulations.
- B. At those United States Embassy locations that have a medical department, the medical department can be contacted for initial assistance in a medical emergency (during the medical department's normally scheduled hours.)
- C. All OSHA recordable injuries sustained on United States Embassy premises must be reported, in writing, to the Contracting Officer.

### 7. LAWS AND REGULATIONS

7.1. Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. If there is a conflict between the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

7.2. The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless they are inconsistent with the requirements of this contract.

**8. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)**

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

<b>Performance Objective</b>	<b>PWS Para</b>	<b>Performance Threshold</b>
<u>Services.</u> Performs all gardening services set forth in the performance work statement (PWS)	1 thru 7.	All required services are performed and no more than one (1) customer complaint is received per month.

(a) **SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

(b) **STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

(c) **PROCEDURES.**

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

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

- (3) The COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (4) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (5) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (6) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (7) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (8) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## **ATTACHMENT 1 – GOVERNMENT FURNISHED PROPERTY**

The U.S. Government will provide basic utilities for the performance of this contract as follows:

- Electricity
- Water for Irrigation

The U.S. Government will furnish one piece of equipment, as follows:

- Tennis Court Roller Pass (Quantity = 1)

## **ATTACHMENT 2 – CONTRACTOR FURNISHED PROPERTY**

The Contractor shall furnish sufficient quantities the following materials, equipment, supplies and work clothing to perform the work set forth in this contract, including but not limited to:

Trucks  
Hoes  
Forks  
Spades  
Shovels  
Digging Tools  
Weeding Tools  
Hand Tools  
Cultivators  
Rakes  
Pruning Tools  
Cutting Tools  
Tool Sharpeners  
Edgers  
Chain Saws  
Mattocks  
Trowels  
Riddles  
Aerators  
Hoses  
Sprinklers and Other Irrigation Equipment  
Garden Carts  
Wheelbarrows  
Ladders  
Lawnmowers  
Trimmers  
Blowers  
Pesticides  
Fertilizers  
Lime  
Weed killers  
Pool water treatment chemicals  
Pool water testing kits  
Uniforms  
Footwear  
Rain Gear  
Personal Protective Equipment

## SECTION 2 – CONTRACT CLAUSES

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

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

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

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

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

\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

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

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

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

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

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

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

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

\_\_\_ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) ([31 U.S.C. 6101 note](#)).

\_\_\_ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

\_\_\_ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L.

111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

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

\_\_ (11) [Reserved]

\_\_ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

\_\_ (ii) Alternate I (Nov 2011).

\_\_ (iii) Alternate II (Nov 2011).

\_\_ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

\_\_ (14) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jul 2013) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).

\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).

\_\_ (iv) Alternate III (Jul 2010) of [52.219-9](#).

\_\_ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).

\_\_ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

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

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

\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).

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

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

\_\_ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

\_\_ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

\_\_ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).

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

\_\_ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

\_\_ (44) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (45) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

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

\_\_ (47) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

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

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

\_\_ (50) [52.232-36](#), Payment by Third Party (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_ (51) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

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

\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

\_\_ (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) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

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

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

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

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

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

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

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

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

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

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

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

- (v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).
- (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).  
\_\_\_Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- (xii) [52.222-54](#), Employment Eligibility Verification (AUG 2013).
- (xiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause)

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

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/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., Google, Yahoo, etc.) to obtain the latest location of the most current FAR.

**THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:**

<b><u>CLAUSE</u></b>	<b><u>TITLE AND DATE</u></b>
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)

**THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:**

**52.216-18 ORDERING (OCT 1995)**

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

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

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

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than RD\$ 5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of RD\$150,000;

(2) Any order for a combination of items in excess of RD\$500,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to provide the service (or services) called for and the reasons. Upon receiving this notice, the Government may acquire the services and any necessary supplies from another source.

#### 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one year six months.

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

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

#### 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

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

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

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (MAY 2011)

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

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at

<http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

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

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

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

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

Submit invoices to:

Financial Management Office  
Embassy of the United States of America  
Avenida República de Colombia #57  
Altos de Arroyo Hondo  
Santo Domingo  
Dominican Republic, D.N.

(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:

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

- (a) The U.S. Embassy in Santo Domingo observes the following days as holidays:

U.S. 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.

Dominican Holidays

Epiphany Day  
Dia de Nuestra Senora de la Altagracia  
Dia de Duarte  
Dominican Independence Day  
Good Friday  
Dominican Labor Day  
Corpus Cristi  
Dominican Restoration Day  
Dia de Nuestra Senora de las Mercedes  
Dominican Constitution Day

(b) When a U.S. holiday, or a Dominican non-religious holiday, falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

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 the Facilities Engineer.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(1) 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.

(2) 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.

### SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (FEB 2012) is incorporated by reference. (See SF-1449, block 27a).

#### ADDENDUM TO 52.212-1

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

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 and Section 5 have been filled out.

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

- (1) Name and resume of a Project Manager/Supervisor who can both speak and write in English. Include a summary of the company, written in English by the Project Manager and signed by the Project Manager;
- (2) Name and resume of horticulturalist on staff.
- (3) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (4) List of clients over the past five years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in the Dominican Republic, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.

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

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

To include:

- a. Two years of monthly bank statements
- b. Two annual income statements
- c. Two annual balance sheets
- d. Two years of payroll records
- e. Two year of tax records
- f. Evidence of a credit line(s) with banks, financial institutions, supplies, et cetera
- g. List of personnel
- h. List of company-owned equipment, including information on type, quantity and condition.

(6) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(7) The offeror's strategic plan for services to include but not be limited to:

- a. A draft Grounds Maintenance Plan that addresses the offeror's plan for completing all work elements in Section 1, Performance Work Statement, including:
  - i. How the offeror intends to meet each requirement, per site and in detail.
  - ii. A discussion of the contract requirements in general, and professional observations on how the Dominican weather, soil conditions or market availability of certain products may affect the landscape, cleaning and pest/weed control efforts.
  - iii. Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
- b. Plan for ensuring quality of services including but not limited to contract administration and oversight; and
- c. (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

(8) Company brochure.

**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., Google, Yahoo, etc.) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-7	System for Award Management (JUL 2013)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (Dec 2012)
52.237-1	Site Visit (APR 1984)

The Embassy intends to conduct a pre-proposal conference at the New Embassy Compound from 09:00am-10:00am on July 9, 2014, followed by site visits as follows:

New Embassy Compound – July 9, 2014 – 10:00pm-10:30pm  
Deputy Chief of Mission Residence – July 9, 2014 – 11:30pm-12:00pm  
Former Chancery – July 9, 2014 – 12:45pm-1:15pm  
Chief of Mission Residence – July 9, 2014 – 1:15pm-1:45pm

All offerors are highly encouraged to attend all site visits. Offerors MUST confirm site visit attendance with their first and last names, company name and address. Residents of the Dominican Republic must submit their cedula number and date of birth. Non-residents must submit their passport country, number and date of birth. Confirmation of site visit attendance must be emailed to [luperonmx@state.gov](mailto:luperonmx@state.gov) by July 7, 2014 no later than 4:00pm local Santo Domingo time. Requests to attend the site visit that are received after July 7, 4:00pm local Santo

Domingo time will not be accepted. On the dates of the conference and all site visits, company representatives must present matching photo identification in order to be allowed access. If the Embassy does not receive written notice of your intention to attend the site visits accompanied by the required information by July 7, 2014 before 4:00pm local Santo Domingo time, you will not be permitted to attend the site visits.

THE FOLLOWING DOSAR PROVISIONS 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. For an American Embassy or overseas post, refer to the Management Counselor. Concerns, issues, disagreements, and recommendations that 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.

## **SECTION 4 – EVALUATION FACTORS**

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) **COMPLIANCE REVIEW.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) **TECHNICAL ACCEPTABILITY.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation, including the draft Grounds Maintenance Plan.

(c) **PRICE EVALUATION.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) **RESPONSIBILITY DETERMINATION.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

**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).

## SECTION 5 – REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 Offeror Representations and Certifications—Commercial Items (DEC 2012).

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.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, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

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

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

(10) FSC 9630, Additive Metal Materials.

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

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

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

“Sensitive technology”—

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

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

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.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 electronically 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  is,  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  is,  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  is,  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  is,  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  is,  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  is,  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  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern

eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] 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 [ ] is, [ ] 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 [ ] has, [ ] 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)  *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  is,  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  is,  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  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

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

(i) It  has developed and has on file,  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  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**

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.**

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[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**

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[List as necessary]

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

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

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

**Line Item No.    Country of Origin**

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[List as necessary]

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

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

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

Other End Products:

**Line Item No.    Country of Origin**

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

(2)  Have,  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)  Are,  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)  Have,  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)  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)  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  does  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  does  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.

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

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

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

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

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

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

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

(End of provision)

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

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

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

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

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

<b>Category</b>	<b>Yes/No</b>	<b>Number</b>
<i>(1) United States citizens or residents</i>		
<i>(2) Individuals hired in the United States, regardless of citizenship</i>		
<i>(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws</i>		<i>Local nationals: _____ Third Country Nationals: _____</i>
<i>(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws</i>		<i>Local nationals: _____ Third Country Nationals: _____</i>

(b) The Contracting Officer has determined that for performance in the country of the Dominican Republic:

➤ **Workers' compensation laws exist that will cover local nationals and third country nationals.**

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