

May 23, 2014

Embassy of the United States of America
Santo Domingo, Dominican Republic

Dear Prospective Proposer:

SUBJECT: Solicitation Number SDR860-14-R-0011
Collection and Disposal of Sludge

The Embassy of the United States of America invites you to submit a proposal for collection and disposal of sludge (wastewater treatment plant residual waste).

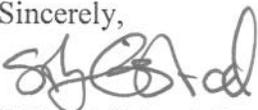
Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed – Sludge Collection and Disposal" to the Contracting Officer, Ms. Silje Grimstad, Embassy of the United States of America, Avenida República de Colombia, Arroyo Hondo, Santo Domingo, D.N. on or before 4:00pm Santo Domingo time on June 30, 2014. No proposal will be accepted after this time.

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

- SF-33
- Section 1 pricing;
- Section 5, Representations and Certifications;
- Additional information as required in Section 3.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable proposal at the lowest price. We intend to award a contract based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so. Questions regarding this solicitation should be submitted by email to Kristin Rockwood, Supervisory General Services Officer, rockwoodkl@state.gov. The deadline for submission of questions is June 23, 2014 at 4:00pm local Santo Domingo time. No question received after this deadline will be addressed.

Sincerely,



Silje M. Grimstad
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		RATING	PAGE 2 OF 48 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER SDR860-14-R-0011	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/23/2014	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY American Embassy Santo Domingo General Services Office		CODE DR860	8. ADDRESS OFFER TO (If other than item 7) Embassy of the United States of America Ave. República de Colombia; Arroyo Hondo Santo Domingo, DN; Dominican Republic		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and (1) one copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in JAO Compound until 04:00pm local time 06/30/2014
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Kristin Rockwood, S/GSO	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS RockwoodKL@state.gov
	AREA CODE 809	NUMBER 731	EXT. 4235	

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	16
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	4	X	J	LIST OF ATTACHMENTS	26
X	D	PACKAGING AND MARKING	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	12	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	29
X	F	DELIVERIES OR PERFORMANCE	14	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	40
X	G	CONTRACT ADMINISTRATION DATA	15	X	M	EVALUATION FACTORS FOR AWARD	46
X	H	SPECIAL CONTRACT REQUIREMENTS	16				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM G.2
24. ADMINISTERED BY (If other than Item 7) General Services Office U.S. Embassy Santo Domingo		25. PAYMENT WILL BE MADE BY Financial Management Office U.S. Embassy Santo Domingo	
26. NAME OF CONTRACTING OFFICER (Type or print) Silje M. Grimstad		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, supplies and equipment for all sludge (wastewater treatment plant residual waste) collection and disposal services at the United States Embassy in Santo Domingo (New Embassy Compound, Arroyo Hondo) as described in Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, of this contract.

B.2 TYPE OF CONTRACT

This is an indefinite delivery/indefinite quantity type contract with fixed price per removal instance. The fixed rates shall include wages, overhead, general and administrative expenses, materials (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement), taxes, and profit. The actual work to be performed and the timing of such performance shall be authorized by firm-fixed price task orders issued by the Contracting Officer. The contract will be for a one-year period, with two optional periods of performance of one year each.

B.3 PRICES/COSTS

The Government shall use the firm-fixed prices, below, for establishing the task orders. Task order for offices will be established using the proposed quote from the vendor. The Government will make payment in local currency (Dominican Pesos (RD\$)).

B.3.1 BASE PERIOD PRICES:

TASK	ESTIMATED ORDERS/YEAR	PRICE PER ORDER	TOTAL RD\$
Sludge collection and disposal	5		

B.3.3 MINIMUM AND MAXIMUM AMOUNTS

During the base year period, the Government shall place orders totaling a minimum of RD\$5,000. This is the contract minimum for this period of performance. The amount of all orders shall not exceed RD\$5,000,000. This is the contract maximum for this period of performance.

B.3.4 FIRST OPTION YEAR PRICES:

TASK	ESTIMATED ORDERS/YEAR	PRICE PER ORDER	TOTAL RD\$
Sludge collection and disposal	5		

B.3.6 MINIMUM AND MAXIMUM AMOUNTS

During the first option year, the Government shall place orders totaling a minimum of RD\$5,000.00. This is the contract minimum for this period of performance. The amount of all orders shall not exceed RD\$5,000,000. This is the contract maximum for this period of performance.

B.3.4 SECOND OPTION YEAR PRICES:

TASK	ESTIMATED ORDERS/YEAR	PRICE PER ORDER	TOTAL RD\$
Sludge collection and disposal	5		

B.3.6 MINIMUM AND MAXIMUM AMOUNTS

During the second option year, the Government shall place orders totaling a minimum of RD\$5,000.00. This is the contract minimum for this period of performance. The amount of all orders shall not exceed RD\$5,000,000. This is the contract maximum for this period of performance.

B.9 GRAND TOTAL

YEAR	PRICE
Base Year Price	
First Option Year Price	
Second Option Year Price	
Grand Total	

The Government will issue a Notice to Proceed, which will indicate the contract start date.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

This contract is for recurring sludge (wastewater treatment plant residual waste) collection and disposal services for the U.S. Embassy in Santo Domingo (New Embassy Compound, Arroyo Hondo). The Contracting Officer shall issue task orders identifying when there is a requirement for the Contractor to collect and dispose of sludge. The work shall be accomplished in a manner that conforms to the intent of all applicable Department of State (DOS) safety, health, and environmental policies, standards and regulations, as well as all laws and regulations of the Dominican Republic that apply to this type of work. The Contractor shall recognize and take all safety and health precautions. The Contractor shall perform the work in a manner that causes no contamination to other parts of the property and environs. The Contractor shall not endanger any of the property occupants or workers; and shall leave the area clean and safe for use.

C.1.1 DEFINITIONS

- **“Government”** means the Government of the United States of America unless specifically stated otherwise.
- **“USG”** means the Government of the United States of America.
- **“Calendar Day”** means the twenty-four hour period from midnight to midnight. Saturdays, Sundays, and all holidays are considered calendar days.
- **“Weekday”** means Monday through Friday.
- **“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.
- **“COR”** means Contracting Officer's Representative.
- **“DOS”** means Department of State.
- **“New Embassy Compound”, or “NEC”** refers to the New Embassy Compound located at Avenida República de Colombia, Arroyo Hondo, Santo Domingo.

C.1.2 POLICIES, REGULATIONS, AND STANDARDS.

Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable DOS and Government of the Dominican Republic policies, regulations, and standards in their most current form. The Contractor shall hold the U.S. Government and its representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of the Contractor, their employees, or subcontractors.

C.2. SCOPE OF WORK

The Contractor will furnish all material, equipment, supplies and personnel to provide sludge (wastewater treatment plant residual waste) collection and disposal service for the U.S. Embassy in Santo Domingo, Dominican Republic (New Embassy Compound, Arroyo Hondo). The Contractor will also be required to manage, supervise and inspect the service properly.

Services also include cleaning of the outside of the sludge collection station and the surrounding areas, as well as the proper disposal of collected sludge.

The size of the tank is 7,560 gallons. The connection to the hose is a 2-inch cam-lock connection. A diagram of the sludge pump-out port can be found in Attachment 2.

C.2.1 Schedule of Services

The frequency of needed services shall be roughly five times a year. The Embassy reserves the right to request a special pick up. With the exception of special pickups, the Contractor shall not be required to pick up sludge on Dominican or American holidays.

The Contractor shall empty the sludge tank between 0800 and 1645 on weekdays (Monday through Friday). The Contracting Officer shall notify the Contractor in writing of any significant changes to the pickup schedule.

C.2.2 Contractor Furnished Property

The Contractor shall provide all necessary supplies and equipment to perform the work identified in this contract. Refer to Attachment 1 for a list of the minimum materials, equipment, supplies and work clothing to be supplied.

a. Vehicles. Contractor vehicles used in the performance of the contract work shall have leak proof bodies. The Contractor shall replace the seals on the sludge holding units regularly or as required to prevent leakage. The Contractor shall maintain all vehicles in a neat, clean, orderly and sanitary condition. The Contractor shall identify each vehicle by decal or other marking(s). The Contractor shall provide to the Government a list of all vehicles to be used for this contract, including make/model/color/license plate number according to the Deliverables schedule.

The Contractor shall furnish a vehicle(s) equipped with a tank adequate in size to contain no less than 4,000 gallons of sludge. Vehicles shall be equipped with a self-contained pump capable of pumping the sludge through 10 feet of two-inch pipe to the truck. To fully empty the sludge tank the Contractor may have to have two trucks, or make two trips per delivery order.

b. Equipment and Cleaning Materials. The Contractor shall supply all equipment and cleaning materials, including but not limited to the list found in Attachment 1. The Contractor shall use only Government-approved chemical products and shall store all chemical products properly. The Contractor shall provide a list of chemical products it intends to use with its bid package submission.

c. Appropriate clothing and personal protective equipment for Contractor employees. The Contractor shall furnish appropriate clothing, footwear and personal protective equipment for its

employees.

C.2.3 Contractor Responsibilities.

The Contractor shall:

- Empty the sludge tank.
- Clean and disinfect the area around the tank.
- Dispose of sludge properly according to Dominican environmental law.
- Use Government-approved chemical products and store them properly.
- Keep accurate records.
- Observe laws and good safety practices.

The Contractor shall close the tank and clean the area around the sludge tank at every pickup. The Contractor shall be responsible for picking up any sludge material and debris dropped by collection personnel at the collection site, or at the truck location or between the collection site and the truck location. The Contractor shall supply all materials and tools to complete the project, including necessary linings, containers or other methods for legally containing the removed sludge material and any leachate produced from the sludge removal process. The Contractor shall disinfect the area with a Government-approved product at each pick-up. The Contractor shall remove all tools, equipment and supplies from the work area.

The Contractor shall dispose of sludge properly in a legitimate, official disposal area. The Contractor shall immediately retrieve any loose sludge material spilled from any vehicle, whether on or off U.S. Government property.

The Contractor shall observe all local health, safety and traffic laws.

C.2.4 Management and Supervision

The Contractor is responsible for coordination and supervision of all activities under this contract. The Contractor shall designate a representative who will be responsible for managing work under this contract, including delegating requests along with any instruction required, and ensuring smooth and effective operations of Contractor personnel and equipment at all times. Contractor personnel will be required to sign in with the COR each time they visit the property.

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. Any accidents, injuries, fires or other incidents of a serious nature or incidents requiring emergency response must be reported immediately to the Marine at Post One.

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 notify the COR immediately.

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 have and maintain, for the duration of the contract period, a reference library. The Contractor shall keep written files of all pickups and written records of all information concerning work-related accidents on Government property.

C.2.5 Inspection

After the Contractor notifies the COR that the service has been provided, the COR shall visually inspect the work area/treated area. If the work is not satisfactory, the COR shall advise the Contractor in writing. The COR shall repeat the inspection when assured that the work has been completed. The Contractor shall prepare a written "task log" of the work done to deliver to the COR at the final inspection. When the work has been satisfactorily completed, the COR shall certify acceptance on the OF-127, Receiving and Inspection Report.

C.2.6 Other Requirements

Uniforms and Personal Equipment

The Contractor's employees shall wear clean, neat and complete uniforms and personal protective equipment when on duty.

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.

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.

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.

Criminal Action

Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are 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.
- Organizing or participating in gambling in any form.

Manner and Time to Conduct Service

The Contractor shall perform routine services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled hours, the Contractor shall notify the COR at least one day in advance.

Safety Precautions

The Contractor shall observe all safety precautions throughout the performance of this contract and be prepared to clean up any spills. The Contractor shall take appropriate continuous measures as necessary to protect all occupants from the hazard of exposure to sludge. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the U.S. Government harmless for any action on its part or that of its employees or subcontractors that results in illness or death.

The Contractor shall submit a copy of the Manufacturer's Material Safety Data Sheet [MSDS] for any chemicals used.

Insurance

The Contractor shall submit a certificate of comprehensive general liability insurance including bodily injury, personal injury, premises/operations, independent contractors, products and completed operations, contractual liability and broad form property damage. The Department of State shall be shown on the certificate as an "additional insured". A copy of the policy shall be provided with any Certificate of Insurance. The certificate shall further provide that the Department of State be given thirty (30) days prior notice of cancellation or any change in coverage. Minimum acceptable liability coverage is:

Combined Single Incident Limit

for Bodily Injury and Property Damage As required by Dominican law

Bodily Injury and Property Damage
(each occurrence) As required by Dominican law

If umbrella excess coverage is used to satisfy these limits, the certificate of insurance shall indicate that it is following the Primary Policy.

Contractor Personnel

The Contractor shall provide a statement that the Contractor and all employees are qualified, experienced, and trained to perform all necessary work required.

The COR may request removal of any Contractor personnel from the work site for cause, such as inappropriate behavior, unfit persons not skilled in the work, or lack of appropriate equipment or materials. The Government shall not be responsible for the cost of returning or replacing this person at the work site.

Contractor Use of Premises

The Contractor shall confine operations to the areas specified in this contract. The Contractor shall not disturb portions of the site beyond areas in which work is indicated.

The Contractor shall keep existing driveways and entrances serving the premises clear and available to Post personnel at all times.

The Contractor shall not unreasonably encumber the site with materials or equipment.

The Contractor shall take all necessary precautions to protect the building or site and its occupants during the work.

Reporting Accidents

The Contractor shall prepare and submit to the COR reports of significant accidents on site. The Contractor shall record and document data and actions taken in accordance with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss is sustained, or where the event posed a significant threat of loss of property or personal injury.

Unusual Conditions

When an unusual condition of the property or site is discovered during work (e.g., a leak, or situation that may contaminate the area), the Contractor shall stop work immediately and advise the COR. The Contractor shall follow with a special report, if deemed necessary by the COR.

Emergencies

The Contractor shall discuss emergency service issues with the COR or other USG personnel to reach a common understanding as to fire, ambulance, or other agencies that service the abatement work site in case of an emergency. Any Contractor personnel at the work site shall notify emergency service agencies if necessary.

SECTION D - PACKAGING AND MARKING

Reserved

SECTION E - INSPECTION AND ACCEPTANCE

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

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:
<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 Department of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Google, Yahoo, etc.) to obtain the latest location of the most current FAR.

52.246-4 INSPECTION OF SERVICES - AUG 1996 FIXED-PRICE

E.2. Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
Services. Performs all sludge collection and disposal services set forth in the performance work statement (PWS)	Section C	All required services are performed and no more than one (1) customer complaint is received per pick up.

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

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

E.2.3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F - DELIVERIES OR PERFORMANCE

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

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <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 Department of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Google, Yahoo, etc.) to obtain the latest location of the most current FAR.

52.242-15 STOP-WORK ORDER AUG 1989

52.242-17 GOVERNMENT DELAY OF WORK APR 1984

F.2 PERIOD OF PERFORMANCE

F.2.1. The contract shall be effective as of the date of the Notice to Proceed, which will correspond roughly with the Embassy's move to the New Embassy Compound. There will be a base year and two option years.

F.2.2. The Government may extend this contract under FAR 52.217-9, Option to Extend the Term of the Contract, which also specifies the total potential duration of the contract, or FAR 52.217-8.

F.3 DELIVERY SCHEDULE

To be shown on Task Orders.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

G.1.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is the Assistant Post Occupational Safety and Health Officer (A/POSHO).

G.1.2 Duties

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

G.2 SUBMISSION OF INVOICES

The Contractor shall submit invoices in an original and one (1) copy to the Contracting Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

Financial Management Office
U.S. Embassy Santo Domingo
Avenida República de Colombia
Arroyo Hondo
Santo Domingo, Dominican Republic

G.3 RECORDKEEPING REQUIREMENTS

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

- The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (final task report, OF-127). The Government will supply the OF-127 forms to the Contractor to document the performance of all work.
- Documentation of any complaints from Post personnel or unusual incidents which may have taken place during the visit to the site.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF TASK ORDERS

- (a) The Government shall authorize work only through the issuance of task orders executed by the Contracting Officer. The Government shall establish task orders on a firm fixed-price basis and shall be modified solely by a written modification executed by the Contracting Officer.
- (b) The Contractor shall perform only those services specifically authorized in the individual task orders issued under this contract. The Contractor shall complete all work and services under this contract within the period of performance specified in the task orders.

H.2 GOVERNMENT FURNISHED PROPERTY

- (a) The Government will not make available to the Contractor any Government-furnished property except as stated in an individual task order.
- (b) The Contractor shall provide all materials, supplies and equipment and shall remain the property of the Contractor. The Contractor shall remain fully responsible for the removal as well as the packing and crating of any remaining materials, supplies or equipment from the post at the conclusion of the service.

H.3 ORDERING OFFICIAL

The designated ordering individual for this contract is the Contracting Officer under FAR 52.216-18.

H.4 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

SECTION I - CONTRACT CLAUSES

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

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

<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 Department of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (such as Google, Yahoo, etc.) to obtain the latest location of the most current FAR.

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-2	AUDIT AND RECORDS - NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING	

	DATA – MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS	OCT 2010
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	JULY 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	NOV 1991
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.228-4	WORKERS’ COMPENSATION AND WAR-HARZARD OVERSEAS	INSURANCE APR 1984
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	MAY 2001
52.232-7	PAYMENTS UNDER TIME AND MATERIALS AND MATERIALS/LABOR HOUR CONTRACTS	AUG 2005
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232.34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES -- ALTERNATE I	JUL 2002 DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE -- ALTERNATE II (APR 1984)	AUG 1987
52.245-1	GOVERNMENT PROPERTY	JUNE 2010

52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	JUNE 2007
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND (SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAY	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.216-18 ORDERING (OCT 1995)

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

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

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

I.3 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\$1,000,000**;
- (2) Any order for a combination of items in excess of **RD\$5,000,000**; 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 **five (5)** days after issuance, with written notice stating the Contractor's intent not to perform the services called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

I.6 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 three years six months.

I.7 RESERVED

I.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 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 30 September of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.10 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

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

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

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

I.11. 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

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

I.12. 652.243-70 NOTICES (Aug 1999)

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

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

(a) The Contractor warrants the following:

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

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

I.14 652.237-72 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.

I.15 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. 16 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.

I.17. 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS
WITHIN THE UNITED STATES (JUL 1988)

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

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

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

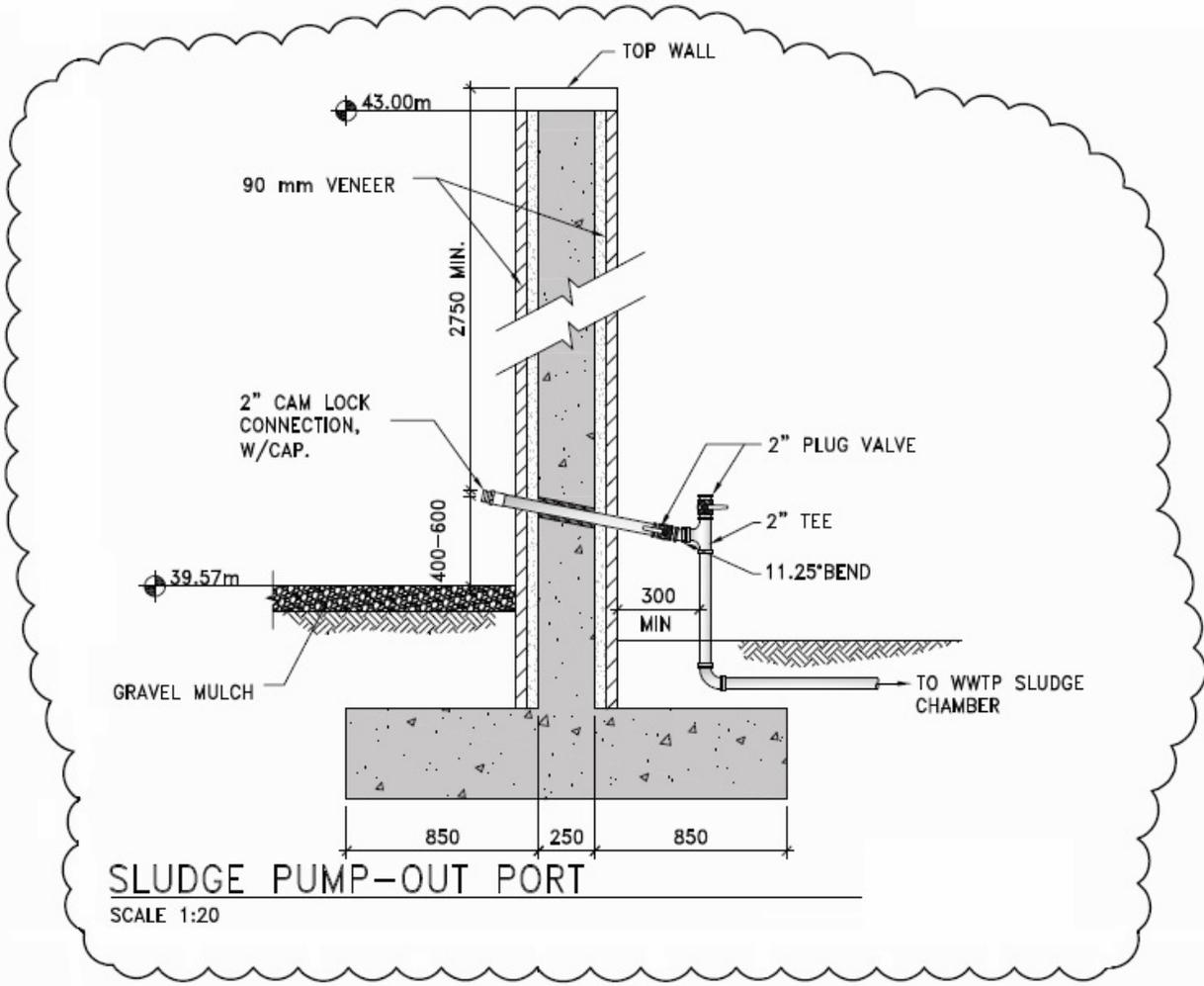
Attachment 1 – Contractor Furnished Property

Attachment 2 – Diagram of Sludge Pump-Out Port

ATTACHMENT 1
CONTRACTOR FURNISHED PROPERTY (including but not limited to)

- Trucks and fuel
- Hoses appropriate for the task
- Any necessary linings, containers or other methods for legally containing the removed sludge material and any leachate produced from the sludge removal process.
- Cleaning tools such as brooms, brushes, shovels
- Cleaning products such as soap, disinfectant, deodorizer
- Pulling and lifting equipment
- Uniforms
- Shoes
- Personal Protective Equipment, including but not limited to gloves, safety glasses

ATTACHMENT 2
DIAGRAM OF SLUDGE PUMP-OUT PORT



PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

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

(a) The offeror certifies that -

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

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

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

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

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

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

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

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

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

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

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) **Definitions.**

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

“Taxpayer Identification Number (TIN)”, as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d)through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations

issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 USC 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.

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

Sole Proprietorship;

Partnership;

Corporate Entity (not tax exempt);

Corporate Entity (tax exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common Parent.

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

Name and TIN of common parent;

Name _____

TIN _____

K.5 52.204-8 Annual Representations and Certifications. (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561710.

(2) The small business size standard is \$7 million dollars.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

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

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

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

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

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

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

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

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

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

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

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted

electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

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

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

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

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

(B) 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 public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

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

(D) Have , 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.

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

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.8 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

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

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

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

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

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

K.9. 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

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

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

(b) The Contracting Officer has determined that for performance in 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.

(d) RESERVED

K.10. 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation. (May 2011)

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

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

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

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 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:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>FAR REFERENCE</u>	<u>DATE</u>	<u>TITLE</u>
52.214-34	APR 1991	Submission of Offers in English Language
52.215-1	JAN 2004	Instructions to Offerors—Competitive Acquisition*

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

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-delivery indefinite-quantity contract with fixed unit rates resulting from this solicitation. (End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Contracting Officer

U.S. Embassy Santo Domingo
Avenida República de Colombia
Arroyo Hondo
Santo Domingo, Dominican Republic

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

L.3 QUALIFICATIONS OF OFFERORS

Each offer must consist of the following:

1. List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, 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.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. 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, it shall provide a copy.
4. The offeror's strategic plan services to include but not limited to:
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used

L.4 SUBMISSION OF OFFERS

L.4.1 General

This solicitation is for the collection and disposal of sludge, as described in Section C.

L.5.2 Summary of Instructions

Each offer must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
1	Executed Standard Form SF-33, "Solicitation, Offer and Award and a completed Section K - <u>REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.</u>	<u> 1 </u>
2	Price Proposal and completed Section B - <u>SUPPLIES OR SERVICES AND PRICES/COSTS.</u>	<u> 1 </u>
3	Business Management/Technical Proposal.	<u> 3 </u>

Offerors shall identify, explain and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation.

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

L.5.3 Detailed Instructions

L.5.3.1 Volume I: Standard Form (SF) 33 and Sections B and K. Complete blocks 12 through 18 of the SF 33 and all of Sections B & K.

L.5.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B., including prices for all contract line items for all periods of performance.

L.5.3.3 Volume III: Business Management/Technical Proposal.

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

Proposed Work Information - Provide the following:

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

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

Financial Statements - The offeror shall the following financial documents:

Income (profit-loss) Statement for the past two years;

Cash Flow Statement for the past two years.

Balance Sheet for the past two years.

The offeror shall provide a current statement of its financial condition, certified by a third party, that covers examination of the above-mentioned financial statements.

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

L.6 SITE VISIT

There will be a site visit.

L.7 652.206-70 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 which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared following Section L and must meet all the requirements in the other sections of this solicitation. The Government will make an initial review of proposals to determine compliance with these instructions. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

M.1.2. BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

a) Initial Evaluation

The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as required by Section L. The Government may eliminate proposals that are missing required information.

b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. This will include a review of the offeror's response to the requirements set forth in Section C through H, a review of the proposed project manager qualifications and experience, and a review of the offeror's past performance. The Government may also contact references provided as part of the Experience and Past Performance information to verify quality of past performance.

c) Price

The Government will evaluate price for all technically acceptable offerors and determine the lowest overall price in Section B.

d) Contractor Responsibility

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

- (1) adequate financial resources or the ability to obtain them;
- (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) satisfactory record of integrity and business ethics;

- (4) necessary organization, experience, and skills or the ability to obtain them;
- (5) necessary equipment and facilities or the ability to obtain them; and
- (6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.503.

M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. The lowest price will be determined by multiplying the offered prices times the estimated quantities in Section B, and arriving at a grand total, including all options. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

M.3 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).

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited.