



Tegucigalpa, Honduras

To: Prospective Quoters

Subject: Request for Quotations number SHO80016Q0010

Enclosed is a Request for Quotations (RFQ) for Swimming Pool & Fountains Maintenance Service. If you would like to submit a quotation, follow the instructions in Section 4 of the solicitation, complete the required portions of the attached documents, and submit it to the following address:

American Embassy
Porton 3
Col. San Carlos
Tegucigalpa, Honduras

Please submit your quotation in a sealed envelope marked "Quotation Enclosed" to the above address. The deadline for receipt of quotations is on or before **10:00am local time on February 26, 2016**. No quotations will be accepted after this time.

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

1. Standard Form SF-18 (page 1)
2. Pricing Section (page 2, 3)
3. Instructions to Offerors (page 32, 33)

A site visit will be held on **February 19, 2016 at 9:00am** at the US Ambassador Residence, Col. Viera, Tegucigalpa. Interested vendors must submit the name and ID of their representative no later than **11:00 am on February 16, 2016** to the following e-mail contracttgu@state.gov

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.

Sincerely,

Ryan Ruta
Contracting Officer

Enclosure

Enclosure:
TABLE OF CONTENTS

Section 1 - The Schedule

- SF 18 cover sheet (Page 1)
- Pricing Section (Page 2, 3)
- Description/Specifications/Work Statement (Page 4-16)
- Instructions to Offerors (Page 32, 33)
- Evaluation Factors (Page 34)
- Evaluation Method and Commercial Item Clauses.

Section 2 - Contract Clauses (Page 17)

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3

- Solicitation Provisions (Page 32)

- Solicitation Provisions

Section 4 - Evaluation Factors (Page 34)

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

**REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)**

THIS RFQ IS IS NOT A SMALL BUSINESS SET-ASIDE

1. REQUEST NO. SHO80016Q0010	2. DATE ISSUED 2/8/2016	3. REQUISITION/PURCHASE REQUEST NO. PR 4835175	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
---------------------------------	----------------------------	---	--	--------

5a. ISSUED BY AMERICAN EMBASSY TEGUCIGALPA GSO, ACQUISITIONS UNIT, ATTN: GSO TEGUCIGALPA.	6. DELIVER BY (Date) 3/1/2016
--	--------------------------------------

5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
NAME Gracia I. Matute	TELEPHONE NUMBER 2236-9320 ext. 4601	9. DESTINATION

8. TO:		AMERICAN EMBASSY TEGUCIGALPA	
a. NAME	b. COMPANY	b. STREET ADDRESS FINAL AVE. LOS PROCERES, ATTN: LOCAL EMBASSY WAREHOUSE	
c. STREET ADDRESS		c. CITY TEGUCIGALPA	
d. CITY	e. STATE	f. ZIP CODE	d. STATE e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) by 10:00 am

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SWIMMING POOL AND FOUNTAIN MAINTENANCE SERVICE				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS
				NUMBER PERCENTAGE

NOTE: Additional provisions and representations [] are [] are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-18
RFQ NUMBER SHO80015Q0019
PRICES, BLOCKs 11(c-e)

1. Scope of Services

- A. The Contractor shall provide Swimming Pool & Fountains Maintenance Services in order to maintain the U.S. Mission swimming pools and fountains clean and chemically balanced.
- B. This is a firm-fixed price type of purchase order.
- C. The price listed below shall include all labor, materials, overhead, profit, and transportation necessary to provide the required maintenance.
- D. All prices are in Lempiras.

2. Pricing

2.1 Base Period - April 1, 2016 – March 31, 2017.

- A. Specifications (See section 3.0). The firm fixed price for the Base year of the contract is:

No.	Location	Cost per month Lps.	Annual Cost Lps.
1	CMR Swimming Pool		
2	CMR Fountain #1		
	CMR Fountain #2		
	CMR Fountain #3		
3	DCM Swimming Pool		
4	MSG Swimming Pool		
TOTAL			

2.2 First Option Year - April 1, 2017 - March 31, 2018.

A. Specifications (See section 3.0). The firm fixed price for the First option year of the contract is:

No.	Location	Cost per month Lps.	Annual Cost Lps.
1	CMR Swimming Pool		
2	CMR Fountain #1		
	CMR Fountain #2		
	CMR Fountain #3		
3	DCM Swimming Pool		
4	MSG Swimming Pool		
TOTAL			

2.3 Second Option Year - April 1, 2018 - March 31, 2019.

A. Specifications (See section 3.0). The firm fixed price for the Second option year of the contract is:

No.	Location	Cost per month Lps.	Annual Cost Lps.
1	CMR Swimming Pool		
2	CMR Fountain #1		
	CMR Fountain #2		
	CMR Fountain #3		
3	DCM Swimming Pool		
4	MSG Swimming Pool		
TOTAL			

2.6 GRAND TOTAL

BASE YEAR: _____
FIRST OPTION YEAR: _____
SECOND OPTION YEAR: _____

GRAND TOTAL: _____

3.0 Description / Specifications / Work Statement

Objective

The purpose of this scope of work is to define the requirements for the OPERATION AND MAINTENANCE of the swimming pools located at CMR, Marines and DCM residence for one year, with the option to extend the contract two (2) more years. It is required that the Contractor that performs the operation and maintenance service for these residential and community swimming pools be familiar with the "Swimming Pool Operations and Maintenance Guide", published by OBO/CFSM/FAC, March 1992. This guide provides information that must be implemented in association with maintaining proper levels of chemical disinfection products and other water quality parameters needed to prevent outbreak of illnesses associated with swimming pools operations. The Contractor shall implement the steps to ensure that the swimming pool water quality is adequately monitored and replenished as needed.

The intent of this service contract requires that the Contractor preserve in good conditions the piping, pumps, filters, recirculating system, heater, electric devices, etc. that are required for the proper operation of each swimming pool and fountain. All work shall be executed in accordance with the project SOW, associated contract documents and be compliant with all applicable safety, equipment and building codes and standards.

4.0 General Requirements

The Contractor's performance shall be evaluated based on the visual and testing inspections done to the swimming pools and fountains being covered by this contract. The Contractor shall consider all scheduling, administration, and management necessary to ensure that all services comply with the contract requirements. 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,

subcontracting, quality control, financial oversight, and maintenance of complete records and files.

4.1 This Statement of Work requires the Contractor to provide preventive maintenance, professional evaluation services, logistics, materials, cost estimating and scheduling services, and general support services for this preventive maintenance contract.

4.2 The contractor's proposed and USG accepted maintenance contract cost proposal and maintenance schedule, including inspection dates shall be incorporated into the order. Each location identified in Section 1, paragraph 2.1 will be inspected a minimum of four times per week, but more visits may be required in a given week due to water quality requirements.

4.3 This statement of work and applicable deliverables and documents as developed by the contractor and accepted by the USG shall serve as the basis for describing and delineating the scope of the required services and work limits for service contract to be furnished and executed by the contractor.

4.4 All deliverables, documents, proposals, etc. submitted by the contractor under this statement of work shall remain the property of the U.S. Government. All U.S. Government documents and data provided to the contractor shall remain the property of the U.S. Government. The contractor shall limit duplication and dissemination of all U.S. Government documents and contractor developed documents under this statement of work to/within the contractor's execution team. Duplication or distribution of project documents outside the contractor's team is strictly prohibited without the express written approval and authorization of the Contracting Officer. Upon completion of each service visit all documents, electronic media, photos, etc. shall be submitted to the Government, including all documents and data the Government provided to the contractor. All service contract documents and media shall be submitted to the Government along with the contractor's quarterly service report.

4.5 The Contractor shall schedule, coordinate and arrange all work so as to cause the least interference with the normal occurrence to residents and swimming pool users. In those cases where some interference is unavoidable, the Contractor shall make every effort to minimize the impact of the interference and its effects on the occupants or users. All detailed work schedules required by this statement of work shall be electronically documented and updated and made available to the Contracting Officer's Representative (COR) upon request, oral or written. If the COR determines that the

Contractor's schedule conflicts with critical operations or activities, the Contractor shall modify the schedule as required.

4.6 The contractor shall ensure that all Government furnished equipment and systems maintained and / or installed by the contractor are done so with the highest quality and cost effective materials, finishes, fixtures, equipment and system that provide for sustained operational reliability, dependability and durability.

The Contractor shall follow industry standards and regulations for all activities and tasks performed under this contract. Components and parts shall be provided from a single manufacturer, to the extent possible. They shall be standard products. Except as otherwise directed by the Contracting Officer, all replacement or parts shall be new and equal to or better than manufacturer recommended replacements.

4.7 After review of the US Government Statement of Work and provided technical data by the contractor, any discrepancies, errors, conflicts, etc. that are discovered by the contractor, the contractor shall forward those items to the CO via written correspondence.

4.7.1 The contractor shall provide a quote in Honduran currency (Lempiras).

4.7.2 The contractor will not use any method or substances which may cause damage to the equipment or systems. Any damage or loss through negligence and/or maintenance practices by the contractor, sub-contractor, or contractor's staff shall be the whole responsibility of the contractor. The U.S. Embassy in Tegucigalpa, Honduras will require the contractor to repair/replace any damaged systems or pay for the cost of rectification.

4.7.3 The contractor must, for the duration of the contracted Services, continue to maintain a quality control process which has been agreed to by the U.S. Embassy Tegucigalpa, Honduras COR and the contractor.

4.8 The contractor shall provide materials, tools, personnel, personal protective equipment and supervision required to complete the technical requirements in this Statement of Work. If necessary for the execution of this service, the Contractor shall be responsible for hiring labor, vendors and shall follow security and safety directives as included in the safety and health manual 385-1-1.

4.8.1 The contractor shall partner closely with the Contracting Officer Representative (COR) to assure all minor details of this service are carefully planned and executed

4.8.1 The contractor shall partner closely with the Contracting Officer Representative (COR) to assure all minor details of this service are carefully planned and executed according to all U.S. Department of State Safety and Security regulations, applicable codes and standards.

4.8.2 The contractor shall be familiar with and comply with operation and maintenance regulations included in the *"Swimming Pool Operations and Maintenance Guide"*, published by OBO/CFSM/FAC, March 1992. American National Standard for water quality in Public pool and Spas, ANSI/APSP-11 2009, and The Model Aquatic Health Code 1st edition 2014.

4.9 The contractor shall be aware that they will have limited access to the Embassy compound, residences and will not be admitted into any area outside of those designated to execute the project, unless indicated by the Authorized Embassy Contractor Officer Representative (COR).

4.10 The contractor must provide a list with all their required employees to execute this project (Complete Names and ID Numbers) to properly request Security Access to the Residences, which will be subject to review and approval by the Regional Security Office (RSO).

4.11 The contractor must provide and request access if any special equipment or materials must enter the residences.

4.12 All the work required to execute this project must be completed as professionally, expeditiously and efficiently as possible. The Residences may be occupied; therefore, minimum disturbance of operations will be expected and permitted during the execution of the work.

4.13 The contractor may be asked to work after hours and on weekends to minimize the disturbance.

5.0 Contracting Officer Representative (COR)

5.1 All technical questions concerning the Scope of Work and requirements of the U.S. Embassy Tegucigalpa, Honduras service contract shall be directed to the COR: Safety Program Coordinator and Gardening.

5.3 The Contracting Officer and Contracting Officer's Representative are the sole Point of Contacts (POC) for all technical and contractual discussions or issues regarding the scope of work and its intent and execution. The contractor shall take no direction verbal or otherwise from Embassy personnel other than the Contracting Officer or Contract Officer's Representative.

6.0 Specifications

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The Quality Assurance and Surveillance Plan 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. The contractor will provide labor, equipment, chemicals, filters, hose, pumps and accessories to perform the work and the necessary supervision for the pools and fountains maintenance services.

6.1 Each location identified in Section 1, paragraph 2.1 will be inspected a minimum of four times per week; but additional visits may be required to maintain the water quality and clarity that is being specified. Additionally, the Contractor shall be present within 24 hours after every major rainstorm to recheck and recalibrate chemicals levels.

6.2 The Contractor shall be familiar and follow operation guidelines established in chapter 2 of "*Swimming Pool Operations and Maintenance Guide*" established by OBO 1992 and ANSI/APSP-11 2009 *Standard for water Quality in Public Pools and Spas*.

6.3 Proper maintenance of pool water depends on three basic principles:

Physical – effective filtration and circulation of water

Chemical – proper water balance for minerals and pH

Biological – adequate disinfection and algae control

Proper filtration and water treatment are both necessary to work together to maintain

Proper filtration and water treatment are both necessary to work together to maintain good clear water. Filtration removes insoluble matter, such as particles of dirt, organic matter, and other debris. Water is chemically balanced and treated to kill bacteria and disease - producing organisms, as well as to oxidize organic matter that is dissolved in the water.

6.4 The pool shall be closed immediately if any of the following water quality conditions occur:

- The water fails clarity test
- The sanitizer level is below minimum standard
- The pH is outside the acceptable range
- The water temperature exceeds 104°F (40°C)
- Fecal or vomit accident occurs

6.5 Only EPA-registered sanitizer systems and chemicals shall be used. Contractor is required to submit for approval all chemicals he plans on using to treat and maintain pools prior to use in the service contract. Submittal shall include manufacturer specifications, cut-off sheets, MSDS, EPA certification, etc. Provide storage instructions for each of the chemicals to be used. One of the following EPA – registered sanitizer systems shall be used:

- Chlorine; or
- Bromine; or
- PHMB; or
- Metal based systems

6.6 A minimum free available chlorine (FAC) residual of 1.0ppm shall be maintained at all times and in all areas of the pool. A maximum of 3.0ppm shall not be exceeded when the pool is open to the public / users.

6.7 Super chlorination or “shocking” of the pool is the addition of a high dose of chlorine that is necessary when accumulation of organic matter and nitrogen compounds (combined chlorine) consumes free – available chlorine and impedes the

process of disinfection. Super chlorination is required when a high level (0.2 ppm or more) of combined chlorine is present in the water. Super chlorination requires the addition of chlorine to exceed the breakpoint where the combined chlorine becomes oxidized. Although this break-point will vary from site to site and will even fluctuate in a particular pool depending upon the amount of organic matter present; in common practice a pool is super chlorinated to a level of about 5.0 ppm to destroy combined chlorine present.

6.8 One problem with chlorine as a disinfecting agent is that chlorine is dissipated by ultraviolet sunlight. Therefore, a stabilizer or “conditioner” is added to outdoor pool water to inhibit ultraviolet degradation of free – available chlorine. The most common form of stabilizer used in pool water is cyanuric acid (trihydroxytriazine). The recommended level of cyanuric acid in a pool is 30 – 50 ppm.

6.9 Chlorinated isocyanurates, or cyanurates, are chemicals that provide chlorine to disinfect a pool. At the same time, they provide cyanuric acid to shield the chlorine from decomposition by the ultraviolet rays of the sun. The chemicals are labeled as oxidizers and must be handled with care to avoid fire and chemicals burns. As with other forms of chlorine, the level of FAC in the pool water should be 1.0 - 3.0 pm.

6.10 Proper pool disinfection, maintaining a recommended disinfectant residual, and regular super chlorination will, for the most part, control algae growth. But even with proper disinfection, algae may appear and necessitate the use of algaecides. When algae appear in the water, the pool should be superchlorinated. If algae are present on the walls or floors, liquid chlorine or granular products can be applied directly to the affected areas, according to manufacturer’s instructions. Then spots should be brushed with wire brush and the pool vacuumed to remove the dead algae. While chlorine is usually effective in killing algae, there are many other algaecides that can be used. In a pool where algae is a chronic problem, not controlled by the chlorine program, regular algaecide treatment may be necessary. Follow the manufacturer’s instructions carefully when using an algaecide.

6.11 A flocculating agent (also called a “clarifier”) is a chemical substance or compound that promotes the combination of suspended particles in the water. This allow the particles to be more easily removed through the filter or vacuumed from the pool. The most commonly used flocculant is aluminum sulfate. Use flocculant

chemicals as recommended by the manufacturer's instructions.

6.12 A sequestering agent (also known as a "chelating" agent) helps prevent scale buildup or stains in a pool. In areas where water has a high metal content or calcium hardness, sequestering agents are often used as part of the routine maintenance program. Follow the manufacturer's directions carefully when using a sequestering agent.

6.13 Water balance. Water introduced into a pool contains many different minerals. Control of the amount of these minerals and other chemical factors like pH is necessary to maintain good, clear water. The basic measures and factors in water balance are: pH (measure of acidity and basicity or alkalinity), total alkalinity, water hardness (calcium), temperature, total dissolved solids, metals (iron and copper).

6.14 The pH is a measure of the active acid or alkaline in pool water. The range of acceptable pH in a pool is from 7.2 to 7.8.

6.15 The measure of the buffering capacity of water, or its ability to resist a change in pH, is the Total Alkalinity (TA). Establishing the total alkalinity of a pool is the first step in water balance. The ideal total alkalinity level for a pool water is 80-120 ppm.

6.16 In a pool, the ideal range for water temperature is 78° F – 82°F.

6.17 Water hardness is a term that indicates the presence of minerals, particularly calcium and magnesium in water. The ideal range of water hardness, measured as calcium carbonate, is 200 – 400 ppm. However, other factors in the water, such as pH and total alkalinity, also determine calcium carbonate saturation. The Langier Index is the most commonly used tool to determine the proper relationship of these factors.

6.18 Total dissolved solids include everything dissolved in the water originally put in the pool plus everything added subsequently by chemical treatment. As water evaporates, the solids remain behind and become more concentrated. TDS in pool water should not exceed 2,000 ppm.

6.19 Metals may be removed by careful superchlorination and filtration. When metals are present in amounts over 1.0 ppm a filter aid used in conjunction with a sequestering agent may be necessary for the removal of the metals.

TESTING

The first step in proper testing is to make certain that the test sample is a representative of the entire body of water. Collect water from several areas around the pool and mix the water together to obtain a composite sample. Take the samples from as far below the surface as is convenient. Additionally, a well operated pool will have records of tests performed. Contractor shall maintain a logbook of all tests performed. Tests records shall be kept for at least one year. Contractor shall be required to test for FAC (In order to eliminate positive test results when testing for FAC use the diethyl-p-phenylene diamine (DPD) test to differentiate the free – available chlorine residual and combined chlorine), pH, oxidation reduction potential (ORP), total alkalinity and acid demand, calcium hardness, cyanuric acid, and testing for metals (iron and copper). See chapter three of “*Swimming Pool Operations and Maintenance Guide*” published by OBO 1992 for detail instructions on how to perform each of these tests.

CLEANING PROCEDURES

Cleaning is an important component of maintenance. If performed regularly and thoroughly, cleaning will help to maintain smooth, efficient operation and lengthen the life of the pool and its auxiliary equipment. Following is a list of activities that need to be done:

VACUUM POOL, total bottom area of pool shall be vacuumed to remove particles and debris that have sediment.

SCRUB ALL POOL SURFACES, pool-sides and bottom shall be scrubbed to remove algae growth, accumulation of debris and stains from various causes. This includes scrubbing of tile to prevent and remove stains and crust formation. Appropriate brushing action and cleaning agents shall be used.

REMOVE FALLEN LEAVES AND DEBRIS FROM POOL WATER, fallen leaves and other debris shall be removed from water to render it free of floating and suspended objects.

INSPECT AND CLEAN FILTER, filter and pump shall be inspected to detect broken parts or malfunction. This area shall be thoroughly cleaned. Skimmer basket shall be removed, emptied, scrubbed and replaced.

INSPECT AND CLEAN SKIMMERS, the skimmer structure shall be inspected to

detect broken parts or malfunction. This area shall be thoroughly cleaned. Skimmer basket shall be removed, emptied, scrubbed and replaced.

INSPECT AND CLEAN RETURNS AND RECIRCULATION SYSTEM, returns shall be inspected to detect damage and their surfaces shall be cleaned to prevent accumulation of dirt and / or algae growth.

INSPECT AND CLEAN LADDERS AND HANDRAILS, ladders and handrails shall be inspected to ascertain that they in sound condition. Chrome surfaces shall be washed and polished.

INSPECT AND CLEAN POOL LIGHT FIXTURES, light fixtures shall be inspected to ensure that structures are kept in sound condition. All surfaces of the light fixtures shall be cleaned thoroughly to remove accumulation of dirt, algae growth and / or stains.

INSPECT AND CLEAN FOUNTAIN METAL STRUCTURES, all metal surfaces shall be inspected to detect malfunction, corrosion, staining and other problems. All surfaces shall be scrubbed to render them free of dirt, algae growth and / or stains.

ASSESS CONDITION OF POOL STRUCTURES, pool and related structures shall be evaluated periodically to detect the need for renovation or repair work such as painting, repair of cracks, leaks, etc. Findings shall be reported to the Contracting Officer Representative (COR).

INSPECT AND CLEAN THREE FOUNTAINS AT CMR, use the appropriate chemical to clean all three fountains. One fountain has fish and cleaning and water quality must be kept with the utmost care not to kill the fish.

7.0 Hazardous and Toxic Substances.

It is the contractor's responsibility to ensure the safe handling, application and removal sound disposal of all hazardous or potentially hazardous chemicals in such manner as to avoid personal injury and / or damage to pool structures. They shall be stored in designated places, away from swimmers reach. Contractor shall provide the COR with MSDS sheets for all chemicals being stored at the residences.

8.0 Contractor's Responsibility

8.1 The Contractor shall be responsible for the professional quality, technical accuracy, and coordination at the site of work.

8.2 The Contractor shall identify a Project Manager who shall be responsible for the overall management of the project and shall represent the Contractor on site at all times. The Project Manager shall assist during any meetings involved with the project and shall prepare status reports of the project if requested by the Contractor Officer Representative.

8.3 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this Contract.

8.4 The Contractor is responsible to comply with State Department security rules, local labor laws, regulations, customs and practices pertaining to labor, safety, security and similar matters. The Contractor shall promptly report all accidents resulting in lost time, property damage or injuries to the Contractor Officer Representative.

Note: Contractor must provide transportation to its employees in order to provide services to the premises. These services must be performed four times a week per location.

9.0 Working Hours

All work shall be performed during working hours Monday through Sunday from 0700 to 1600. The Contracting Officer's Representative may approve other hours. The Contractor must provide at least 24 hour advance notice to the COR who will consider any deviation from the hours identified above.

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.

10.0 Standards of Conduct

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

Clothes and Personal Equipment. The Contractor's employees shall wear clean, neat and complete clothes when on duty. The Contractor shall provide, to each employee and supervisor, personal protective equipment.

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

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

11.0 Safety Health and Environmental Management

The Contractor shall take all reasonable and proper safety precautions to prevent death or injury to any person or damage to any property at the US Embassy Tegucigalpa, Honduras Compound and in particular all equipment used by the Contractor shall be used in such a manner and maintained so as to minimize the danger of accident, death, injury, loss or damage arising from the use of such equipment. In addition to relevant statutory requirements, standards and other provisions of this Contract, the Contractor shall have the following requirements:

- a. The Contractor's personnel shall be knowledgeable with and adhere to all relevant occupational health and safety regulations as stated in the safety and health manual EM 385-1-1.

b. Ensure that the Contractor's personnel comply with all safety procedures and requirements.

c. Ensure that the Contractor's personnel are adequately trained and instructed in the safe and correct usage, handling and operation of materials and equipment relevant to the Services and provide reasonable proof of such to the US Embassy Tegucigalpa, Honduras on request.

d. Ensure the Contractor's personnel are certified as having completed occupational health and safety training and have been issued all the necessary Personal Protection Equipment (PPE).

12.0 Period of Performance

12.1 This Contract should begin 5 days after notification of issuance of Purchase Order. The Contract includes a base year plus two option years.

13.0 Access to Government Buildings and Standards of Conduct

13.1 The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the American Embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the premises only accompanied with Embassy personnel serving as security escorts.

13.2 Personnel security: The US Embassy reserves the right to deny access to U.S owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, and ID number for all Contractor personnel, but no more than 10 technicians.

13.3 Vehicles: Contractor vehicles will not be permitted inside the embassy compound without prior approval. If you need to have vehicle access please submit your vehicle information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This should be submitted to the Facility Manager at least one (1) week prior to the visit. There is a maximum amount of Vehicles Entry requests per Contractor's Staff allowed, therefore the written justification must be provided with all necessary details to be considered for approval.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015), is incorporated by reference (See SF-1449, Block 27A).

“none”

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2005-75-83)

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
<https://www.acquisition.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	MAY 2015
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (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)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved].
- (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 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).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (JAN 2011) of 52.219-4.
- (13) [Reserved]
- (14)(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).
- (15)(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.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (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 (Oct 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (24) 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)).
- ___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- ___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- ___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-13.
- ___ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (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 (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (44) 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).
- ___ (45) 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).

- ___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- ___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).
- ___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- ___ (10) 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) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
- (ix) 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.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi)
 - ___(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).
 - ___(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).
- (xvi) 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).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 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)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is "	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

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

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

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 once copy to the office identified below. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

American Embassy
Financial Management Office
Ave. La Paz
Tegucigalpa, Honduras

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

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

All work shall be performed during Monday through Friday between 08:30 to 11:30 am except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Day of the Americas
Holy Thursday
Good Friday
Easter Saturday
Honduran Labor Day
Memorial Day
Independence Day
Labor Day

Central American Independence Day
Francisco Morazan's Birthday
Discovery of America
Columbus Day
Honduran Armed Forces Day
Veterans Day
Thanksgiving Day
Christmas Day

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

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

FAR 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. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. 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 period of performance.

FAR 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 15 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(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 the period of performance.

52.237-1 SITE VISIT (APR 1984)

As prescribed in 37.110(a),

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably

obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

52.204-6 Data Universal Numbering System Number.

As prescribed in [4.607\(b\)](#), insert the following provision:

DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JUL 2013)

(a) *Definition.* “Data Universal Numbering System (DUNS) number”, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.204-7 System for Award Management.

As prescribed in [4.1105\(a\)\(1\)](#), use the following provision:

SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Definitions. As used in this provision—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The

offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

Alternate I (Jul 2013). As prescribed in [4.1105\(a\)\(2\)](#), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the System for Award Management prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. If registration prior to award is not possible, the awardee shall be registered in the System for Award Management within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

II. **52.204-12 Data Universal Numbering System Number Maintenance.**

As prescribed in [4.607\(c\)](#), insert the following clause:

DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)

(a) *Definition.* “Data Universal Numbering System (DUNS) number,” as used in this clause, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

(b) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

(1) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(2) If located outside the United States, by contacting the local Dun and Bradstreet office.

(End of clause)

III. **52.204-13 System for Award Management Maintenance.**

As prescribed in [4.1105\(b\)](#), use the following clause:

SYSTEM FOR AWARD MANAGEMENT MAINTENANCE.

(JUL 2013)

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

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart [32.11](#)) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“System for Award Management (SAM)” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR Subpart 4.14; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)

(1)

(i) If a Contractor has legally changed its business name, *doing business as* name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in

the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of clause)

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014), is incorporated by reference

ADDENDUM TO 52.212-1

None

- A. Summary of instructions. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-18 filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
 - (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
 - (3) 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, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in **Honduras** then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's

proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

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

(5) The offeror shall provide all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

(6) Acknowledgment of solicitation Amendments if any.

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" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR provisions.

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

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

The site visit will be held on December 17, 2015 at 9:00am at the US Ambassador Residence. Interested vendors must submit the name and ID of their representative no later than 9:00 am on Tuesday, December 15 to the following e-mail contracttgu@state.gov

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the quantities in "Prices - Continuation of SF-18", and arriving at a grand total.
- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.