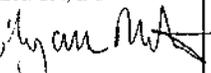


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	Page 1 of 26
2. AMENDMENT/MODIFICATION NO. A001	3. EFFECTIVE DATE 2/10/2016	4. REQUISITION/PURCHASE REQ. NO. PR4877012-A001	5. PROJECT NO. (If applicable)	
6. ISSUED BY AMERICAN EMBASSY TEGUCIGALPA GSO, ACQUISITIONS UNIT, ATTN: GSO TEGUCIGALPA, HONDURAS	CODE HO800	7. ADMINISTERED BY (If other than Item 6) CODE AMERICAN EMBASSY TEGUCIGALPA GSO, ACQUISITIONS UNIT, ATTN: GSO TEGUCIGALPA, HONDURAS		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code) NOVENDOR		X	9a. AMENDMENT OF SOLICITATION NO. SHO80016Q0016	
			9b. DATED (SEE ITEM 11)	
			10a. MODIFICATION OF CONTRACT/ORDER NO.	
			10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers X is extended, _ is not extended - On or before February 22, 2016 on or before 10:00am Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
—	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
—	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)			
—	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
—	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor _ is not, _ is required to sign this document and return copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See pages 2 - 5 for details.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME OF CONTRACTING OFFICER		
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA, BY (Signature of Contracting Officer) 	16C. DATE SIGNED 2/10/2016	

The purpose of this amendment is to change the following:

1. Section 1 – The Schedule – replace pages 1 – 22 for new pages 1 – 26. Follows changes:
 - Pricing section – Scope of Services – Pricing, see new pricing table
 - Statement of Work – General Requirements added 2.9,
 - Statement of Work – Scope of Services – 3.3
 - Statement of Work – Period of Performance – 4.0
 - Statement of Work - Contractor's Responsibility - 5.2
 - Statement of Work – Contracting Officer Representative – 6.0

2. Section 4 – Evaluation Factors – see new requirements

SECTION 1 - THE SCHEDULE
 CONTINUATION TO SF-18
 RFQ NUMBER SHO80016Q0016
 PRICES, BLOCKS 11 (c-e)

I. Scope of Services

- A. The Contractor shall deliver and install modular workstation units to the U.S. Embassy Tegucigalpa. The terms Offeror, Contractor, and Vendor are used interchangeably in this document.
- 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 deliver the required items to the American Embassy.
- D. All prices are in Lempiras.

II. Pricing

II. Pricing

Line Item	Description	Unit	Unit of Measure	Unit Price Lps.	Total Price Lps.
1	Twelve (12) new modular two-person use workstations per Statement of Work (SOW) and specifically section 3.3(A) below	12	EA		
2	Three (3) new modular two-person use workstations per SOW and specifically section 3.3(B) below.	3	EA		
3	Three (3) new semi-executive desks per SOW and specifically section 3.3(C) below.	3	EA		
4	Install workstations and semi-executive desks provided under items 1, 2, and 3	18	EA		
TOTAL				Lps.	

Statement of Work
Supply and Installation of furniture in Consular Section

1.0 INTRODUCTION

1.1 The Consular section office is changing its modular furniture layout in order to accommodate additional employees. In order to provide an adequate work environment for the additional employees, the U.S. Embassy requires the services of a qualified contractor which will supply and install new modular furniture to meet the needs of the expanding Consular section office. The contractor must manufacture new furniture described in this Statement of Work (SOW) and install it as required by the Embassy.

2.0 GENERAL REQUIREMENTS

2.1 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 project, the Contractor shall be responsible for hiring labor, acquiring vendors, and shall follow security and safety directives as required by the Embassy.

2.2 The Contractor shall partner closely with the Embassy personnel to assure all minor details of this project are carefully planned and executed according to all U.S. Department of State safety and security regulations, applicable codes and standards.

2.3 The Contractor shall be aware that they will have limited access to the Embassy compound, even if escorted by Embassy personnel, 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).

2.4 The Contractor must provide a list with all their employees and vehicles required to execute this project (i.e.: Complete Names, Identification Numbers, license plates, make and model, etc.) to properly request Security Access to the Embassy compound, which will be subject to review and approval by the Regional Security Office (RSO).

2.5 The Contractor must provide and request access if any special equipment or materials must enter the Embassy compound.

2.6 All the work required to execute this project must be completed in a professional, expeditious and efficient manner. The Embassy compound may be occupied by Embassy employees; therefore, minimum disturbance of other operations will be expected and permitted during the execution of this project.

2.7 Due to the nature of this project, the Contractor will be asked to work after hours and on weekends to minimize the disturbance of regular embassy operations.

2.8 Contractor and designated representative from the Embassy shall hold a meeting before the execution of installation work. All personnel that will be involved in the installation process are required to attend. The meeting agenda will include discussion on the use of proper attire, tools, and supplies.

Safety and proposed work procedures will be reviewed at the meeting. The Contracting Officer Representative (COR) will schedule this meeting with contractor.

2.9 The Contractor shall be required to prepare and submit reports, bill of materials, product data, shop drawings, quality control schedules, safety plan, and activity hazard analysis as required. These documents shall provide the necessary interfaces, coordination, and communication between the Embassy and Contractor for the delivery of a completed project.

3.0 SCOPE OF SERVICES

3.1 This specification establishes the minimum requirements for the acquisition and installation of a complete and usable system of workstations composed of panels, stacking panel-frames, spine walls, freestanding work surfaces or base units, supporting components, electrical hardware, communications, special electrical features, and accessories. Workstation requirements and configurations shall be in accordance with the furniture layout and typical workstation types shown in drawings and specified herein. Components and hardware will be provided from a single manufacturer; they shall be standard products. A complete listing of part/model numbers for all components will be submitted, including names and codes of components referenced on updated drawings. Electrical components shall be products of a single manufacturer to the extent practicable (different types of components may be of different manufacturers, but all units of a given component shall be from a single source). The completed installation shall comply with NFPA 70 and NFPA 101.

3.2 The types of components or elements utilized shall be as shown on the drawings and as specified herein of this specification. The storage capacity, number of workstations accommodated, width of aisles, or workstation configuration shall not be reduced.

3.3 The Contractor is required to execute the following activities and all other tasks required to successfully complete the services needed to design, manufacture and install 15 modular two-person use workstations and three semi-executive desks for the Consular Administrative Section as described in this scope of work:

A. Design and manufacture twelve (12) new modular 2-person use workstations, all the same size and measuring a minimum of 3.20m x 1.65m for installation in the following three locations, see concept design drawing. The dimensions of each work station must be maximized and adapted to meet existing site conditions:

1. Six (6) as a continuous work surface along the back wall,
2. Four (4) as a continuous work surface along the row of columns.
3. Two (2) as back-to-back adjacent to the last column.

B. Design and manufacture three (3) new modular 2-person use workstations, all the same size and measuring a minimum of 4.0m x 1.25m for installation as one continuous work surface along or in-between the row of columns, see concept design drawing. The dimensions of each work station must be maximized and adapted to meet existing site conditions.

C. Design, manufacture and install three (3) new semi-executive desks measuring approximately 1.80m x 1.50m. The dimensions of each work station must be adapted to meet existing site conditions.

All workstations, as specified in A-C above, shall meet the following requirements:

1. Workstation designs shall take into account ergonomic scientific research results. The furniture shall be designed to facilitate task performance, and minimize fatigue and injury by taking into account size and range of motion by the user. All desks must have curved inside edges.
2. Workstations shall be designed and installed to maximize the use and fit into the existing field conditions, always maintaining a minimum of 48 inches in walkway space throughout the site. Consideration will be given on how each design maximizes the work space and fits their workstations to these existing site conditions. The Consular section has perimeter walls that are slightly curved, have column protrusions, and have free-standing columns which must be factored into the design.
3. Correct work station height shall be approximately 29-1/2" high depending upon the chair and other factors that interact with the user and table. The ideal is for the user to be able to sit at the work station with the keyboard in place and be able to easily maintain a 90-100 degree elbow angle and straight wrists while keying. The work surface shall be fabricated from particleboard or medium density fiberboard (MDF). Particleboard or MDF shall be minimum one-inch thickness, sealed and with laminate on top and bottom, having a minimum density of 600kg/m³.
4. The work station top should be big enough to allow space not only for all computer-related necessary equipment, but also for paperwork, books, and other materials needed while working at the computer. Working with materials on chairs and at odd angles has the potential for neck and other body strain. All work surfaces shall have a depth of at least 30 inches. The workstation shall be equipped with passes needed to maximize good wire/cable management.
5. Leg room: Knee spaces should allow a worker to feel uncrowded and to allow some changes of position even with the keyboard support lowered to the correct level for use. The knee space should be at least 30" wide by 19" deep by 27" high to comply with the requirements of the Americans with Disabilities Act. Drawers and support legs (for furniture) should not go where human legs need to fit.
6. The final design should support an open visibility concept and therefore preference is for reducing the amount of overhead compartments and high partitions. Users standing in open areas between the wall and the columns should have line-of-sight to the interview windows. The design shall limit the modular partitions and overhead drawers/compartments at a level no higher than 1.50m.
7. Partitions shall be capable of allowing electrical and communication cabling pass through them. Partitions shall be a minimum of 2-1/4" thick.
8. Workstation shall be equipped with a minimum of four (4) drawers and two (2) file drawers. Drawer cabinets maybe made of metal or using the same quality of fiberboard as that used for the desk countertop.
9. Contractor shall provide 3D drawing rendering of items A through C as identified above. Additionally, based on the ACAD drawing of the area to scale provided by the Government to the contractor as a conceptual design for bidding purposes only, the Contractor shall submit shop drawings of the layout identifying how all required workstations maximize use of current space and will be installed. After being awarded the contract, the Contractor shall be responsible for taking field

measurements of the actual site conditions and submitting updated shop drawings of the layout identifying how all required workstations maximize use of current space and how they will be installed.

4.0 PERIOD OF PERFORMANCE

4.1 This project shall consist of two stages: STAGE 1 – MANUFACTURING: The contractor shall manufacture the furniture within a period no longer than 5 weeks after receiving the Purchase Order. STAGE 2 – INSTALLATION: The contractor shall install all furniture within a period no longer than 10 weeks after receipt of Purchase Order. As most installation will take place on weekends, the contractor must be able to stage and ship the furniture per Government schedule requirements within the 10 week period. The contractor should be prepared to ship furniture as it is built if required by the Government. The Government may prioritize items A, B or C in paragraph 3.3 above for manufacturing and delivery in consultation with contractor. Detail and fine tuning of the desk installation will be completed during regular work days in conjunction with users.

5.0 CONTRACTOR'S RESPONSIBILITY

5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and coordination at the site of work. The design and installation components of this contract will be based in part of the site survey/visit meeting conducted with the Facilities Management staff, the LES-RSO staff, and the Consular staff.

5.2 The Government will provide the Contractor with an ACAD drawing of the area to scale as a conceptual design for bidding purposes only. Thus, the Contractor shall be responsible for verifying dimensions and space measurements prior to furniture fabrication.

5.3 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.

5.4 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.

5.5 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.

6.0 CONTRACTING OFFICER REPRESENTATIVE (COR)

6.1 The Contracting Officer Representative (COR) will be the contractor's Point of Contact (POC) at the U.S. Embassy Tegucigalpa. All questions concerning coordination of services shall be directed to the COR.

6.2 The assigned 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 Contracting Officer's Representative.

7.0 ACCESS TO GOVERNMENT OWNED PROPERTY

7.1 Contractor employees at all times shall be with a proper security escort provided by either the Contracting Officer or the COR.

7.2 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.

7.3 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 COR 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.

8.0 STANDARDS OF CONDUCT

8.1 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.

9.0 SAFETY HEALTH AND ENVIROMENTAL MANAGEMENT

9.1 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.
- 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).

9.2 Formaldehyde is commonly used in manufacture of pressed wood products. High levels of formaldehyde release can lead to irritation of eyes and nose when breathing. Accordingly, the materials used in manufacture of the workstations must be within accepted standards for formaldehyde release.

Particleboard material shall conform to ANSI A208.1 and MDF material shall conform to ANSI A208.2

Vendors shall submit with their proposal a manufacturer's certification that the product meets the ANSI standard above, or its international equivalent. Vendors shall also submit with their proposal the material safety data sheets (MSDS) of the composite material, to be used to support compliance with stated formaldehyde contents standards.

END OF STATEMENT OF WORK

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)

The majority of work shall be performed on weekends, from 3:00pm to 11:00pm on Fridays, and from 7:00am to 11:00pm on Saturdays and Sundays, 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 the COR who will consider and approve 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.

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.

(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/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/ 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 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:

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

The site visit will be held on January 8, 2016 at 10:00am at the US Embassy Tegucigalpa. Interested vendors must submit the name and ID of their representative no later than 9:00am on Wednesday, January 6 to the following e-mail proctgu@state.gov

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. Acceptability will be determined by the following evaluation criteria as listed in the SOW:

1. Quantity of desks
2. Dimensions, size and capacity
3. Principles of operations – Provide an ergonomic, open workplace using quality construction, curved surfaces, and storage areas that do not block line-of site.
4. Restrictive environmental conditions – Must maximize workspace by custom desk design and manufacturing to maximize workspace and minimize wasted space due to non-flat wall surfaces and columns. Desks must abut all wall surfaces without gaps.
5. Equipment with which the item is to be used or compatible with – Must be able to support two monitors for every workstation, a desktop scanner, phone, and room for office supplies.
6. Ability to provide hidden or routed paths for electrical and data cables
7. Warranty
8. Maintenance or spare parts availability
9. All other SOW requirements

- The offeror shall submit a completed solicitation, including Sections 1. As part of the solicitation the offeror shall provide 3D drawings of items A through C as identified in Section 3.3 above.

Additionally, based on the ACAD drawing of the area to scale provided by the Government to the offeror as a conceptual design for bidding purposes only, the Contractor shall submit shop drawings of the layout identifying how all required workstations maximize use of current space and will be installed. Shop drawings shall include specifications or visual representation of all movable components, including drawers and doors, as well as their components. Drawings shall reflect a top-down floor layout, but also front, side, and perspective renderings of the workspace. The quantity and quality of the drawings must be sufficient to allow the Government to verify that the open-space and line-of-sight requirements are met.

- 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.