

December 20, 2010

Dear Prospective Offeror/Quoter:

SUBJECT: Request for Quotation No. SOHO800-11-Q-0008 – Swimming Pool Maintenance Services

The American Embassy, Tegucigalpa, Honduras, has a requirement for a contractor to provide Swimming Pool Maintenance Services. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18.
2. Basic information and statement of work.
3. Evaluation method and Commercial Item Clauses.

A site visit has been scheduled for **January 5, 2011 at 9:00 a.m.** **Your attendance must be confirmed no later than December 29, 2010 by sending a fax to Neil Richter, Contracting Officer, Fax No. 2236-5245, with the name and Honduran ID Number of the person that will represent your company. This information must be submitted in a timely manner or you will not be allowed to enter the premises.**

The Embassy plans to award a purchase order. You are encouraged to make your quote competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the American Embassy to make any award. The Embassy may cancel this RFQ or any part of it.

Please read the RFQ carefully, and if you are interested, submit your quotation. Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to **Neil Richter, Contracting Officer, American Embassy, Tegucigalpa, Honduras on January 18, 2011 at 10:00 am.** No quotations will be accepted after this date. Oral quotations will not be accepted.

Sincerely,

Neil Richter
Contracting Officer

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|--|---|------------------|---------|-------|
| REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i> | THIS RFQ [] IS [] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4) | PAGE 1 | OF 1 | PAGES |
|--|---|------------------|---------|-------|

| | | | | |
|--|-----------------------------------|---|--|--------|
| 1. REQUEST NO. SOHO800-06-Q-0008 | 2. DATE ISSUED 12/20/05 | 3. REQUISITION/PURCHASE REQUEST NO. 1067273 | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | RATING |
|--|-----------------------------------|---|--|--------|

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|--|----------------------|
| 5A. ISSUED BY GSO/Acquisition Unit, American Embassy, Tegucigalpa, Honduras | 6. DELIVER BY (Date) |
|--|----------------------|

| | | |
|---|----------------------------|--|
| 5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) | | 7. DELIVERY FOB DESTINATION OTHER (See Schedule) |
| NAME Neil Richter, Contracting Officer | TELEPHONE NUMBER | |
| | AREA CODE 2236-5245 | |
| | 504 | |

| | |
|--------|----------------|
| 8. TO: | 9. DESTINATION |
|--------|----------------|

| | | |
|---------|------------|---|
| a. NAME | b. COMPANY | a. NAME OF CONSIGNEE American Embassy |
|---------|------------|---|

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|-------------------|---|
| c. STREET ADDRESS | b. STREET ADDRESS Ave. La Paz |
|-------------------|---|

| | | | |
|---------|----------|-------------|---|
| d. CITY | e. STATE | f. ZIP CODE | c. CITY Tegucigalpa, Honduras |
|---------|----------|-------------|---|

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|--|--|--|----------|-------------|
| | | | d. STATE | e. ZIP CODE |
|--|--|--|----------|-------------|

| | |
|--|---|
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) January 20, 2011 | 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) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 1 | Swimming Pool Maintenance Services for one year plus four-one year options. See attached statement of work. Base Year 1st Option Year 2nd Option Year 3rd Option Year 4th Option Year TOTAL | | | | |

| | | | | |
|--------------------------------|--------------------------|--------------------------|--------------------------|-----------------------------------|
| 12 DISCOUNT FOR PROMPT PAYMENT | a. 10 CALENDAR DAYS % | b. 20 CALENDAR DAYS % | c. 30 CALENDAR DAYS % | d. CALENDAR DAYS NUMBER % |
|--------------------------------|--------------------------|--------------------------|--------------------------|-----------------------------------|

NOTE: Additional provisions and representations [X] 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. STREET ADDRESS | | | | |
| c. COUNTY | | | a. NAME (Type or print) | b. TELEPHONE |
| d. CITY | e. STATE | f. ZIP CODE | c. TITLE (Type or print) | |
| | | | AREA CODE | |
| | | | NUMBER | |

1.0. DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The contractor shall provide Swimming Pool Maintenance Services in order to maintain the U.S. Mission swimming pools and fountain clean and chemically balanced.

2.0. TYPE OF CONTRACT

This is a firm-fixed contract.

3.0. PRICING

3.1. BASE PERIOD – February 1, 2011 – January 31, 2012.

A. Standard Services (See section 4.2.1). The firm fixed price for the first year of the contract is:

Ambassador’s Res., per month _____ x 12 = _____per year.

Deputy Chief of Mission Res., per month _____ x 12 = _____per year.

Marine House, per month _____ x 12 = _____per year.

New Office Building Fountain, per month _____ x 12 = _____per year.

TOTAL for BASE YEAR _____

3.2. FIRST OPTION YEAR PRICES – February 1, 2012 to January 31, 2013

Option Term: Twelve (12) Months

A. Standard Services (See section 4.2.1). The firm fixed price for the first option year of the contract is:

Ambassador’s Res., per month _____ x 12 = _____per year.

Deputy Chief of Mission Res., per month _____ x 12 = _____per year.

Marine House, per month _____ x 12 = _____per year.

New Office Building Fountain, per month _____ x 12 = _____per year.

TOTAL for FIRST OPTION YEAR _____

3.3. SECOND OPTION YEAR PRICES – February 1, 2013 to January 31, 2014

Option Term: Twelve (12) Months

A. Standard Services (See section 4.2.1). The firm fixed price for the second option year of the contract is:

Ambassador's Res., per month _____ x 12 = _____per year.

Deputy Chief of Mission Res., per month _____ x 12 = _____per year.

Marine House, per month _____ x 12 = _____per year.

New Office Building Fountain, per month _____ x 12 = _____per year.

TOTAL for SECOND OPTION YEAR _____

3.4. THIRD OPTION YEAR PRICES – February 1, 2014 to January 31, 2015

Option Term: Twelve (12) Months

A. Standard Services (See section 4.2.1). The firm fixed price for the third option year of the contract is:

Ambassador's Res., per month _____ x 12 = _____per year.

Deputy Chief of Mission Res., per month _____ x 12 = _____per year.

Marine House, per month _____ x 12 = _____per year.

New Office Building Fountain, per month _____ x 12 = _____per year.

TOTAL for THIRD OPTION YEAR _____

3.5. FOURTH OPTION YEAR PRICES – February 1, 2015 to January 31, 2016

Option Term: Twelve (12) Months

A. Standard Services (See section 4.2.1). The firm fixed price for the fourth option year of the contract is:

Ambassador's Res., per month _____ x 12 = _____per year.

Deputy Chief of Mission Res., per month _____ x 12 = _____per year.

Marine House, per month _____ x 12 = _____ per year.

New Office Building Fountain, per month _____ x 12 = _____ per year.

TOTAL for FOURTH OPTION YEAR _____

3.6 GRAND TOTAL

BASE YEAR: _____
FIRST OPTION YEAR: _____
SECOND OPTION YEAR: _____
THIRD OPTION YEAR: _____
FOURTH OPTION YEAR: _____
GRAND TOTAL: _____

4.0. SCOPE OF CONTRACT

The contractor shall perform swimming pool maintenance services, including furnishing managerial, administrative and direct labor personnel, for the **U.S. Mission in Tegucigalpa, Honduras**. The price listed below shall include all labor, materials, overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services.

After contract award the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months, with four, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

4.1. GENERAL REQUIREMENTS

The Government will measure the Contractor's work by the appearance of the swimming pools and fountain covered by this contract. The Contractor shall perform complete swimming pool maintenance services as described in this contract for all the properties listed in **6.0. - Location for Swimming pool Maintenance Services**. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations.

The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

4.2. TYPES OF SERVICES

The contractor will provide manpower, equipment (when requested), and the necessary supervision for the pool maintenance services.

4.2.1 Standard services shall include the following work:

- 4.2.1.1 MEASURE CHLORINE LEVEL PH, Chlorine and pH levels shall be measured according to test kit instructions. Results shall be recorded on a logbook.
- 4.2.1.2 PERFORM CHLORINE APPLICATION, appropriate amount of chlorine shall be applied to pool water, to maintain ideal chlorine level, as recommended by the test kit manufacturer.
- 4.2.1.3 BALANCE PH, after pH level has been determined, the appropriate chemical shall be applied to bring the pH to the ideal level, as recommended by the test kit manufacturer.
- 4.2.1.4 MEASURE TOTAL ALKALINITY, if necessary, total alkalinity shall be balanced using the appropriate chemicals, in order to maintain an ideal level for the type of pool being treated, as recommended by the test kit manufacturer.
- 4.2.1.5 DETERMINE COMBINED CHLORINE LEVEL, the combined chlorine level shall be determined using the free chlorine and total chlorine readings. Record all results in a logbook.
- 4.2.1.6 PERFORM SUPER CHLORINATION, Apply appropriate amounts of chlorine for super chlorination whenever measurements obtained and other observations make it necessary. Criteria for super chlorination shall be as recommended by test kit manufacturer.
- 4.2.1.7 DETERMINE LEVEL OF WATER CONDITIONER (ISOCYANURIC ACID), level of isocyanuric acid shall be measured following test kit instructions. Results shall be logged.
- 4.2.1.8 BALANCE LEVEL OF WATER CONDITIONER (ISOCYANURIC ACID), water conditioner level shall be adjusted to keep it at an ideal level, using the appropriate chemicals and following manufacturer's instructions.

- 4.2.1.9 MEASURE CALCIUM WATER HARDNESS, hardness cause by calcium shall be measured following test kit instructions. Results shall be recorded in a logbook.
- 4.2.1.10 ADJUST WATER HARDNESS, calcium water hardness shall be maintained at an ideal level, using established procedures, which may include addition of chemical agents and/or draining the pool and refilling it. Test kit manufacturer shall determine ideal level.
- 4.2.1.11 MEASURE WATER HARDNESS CAUSED BY METALS, proper testing shall be done to measure for the presence of metals suspended in the water. Record results in a logbook.
- 4.2.1.12 APPLY SEQUESTERING AGENTS, when needed, sequestering agents shall be applied to remove metals and other suspended particles from water.
- 4.2.1.13 APPLY ALGAECIDE, the proper type of algaecide shall be applied as needed to prevent or treat growth of algae in pool surfaces water.
- 4.2.1.14 VACUUM POOL, total bottom area of pool shall be vacuumed to remove particles and debris that have sediment.
- 4.2.1.15 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.
- 4.2.1.16 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.
- 4.2.1.17 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.
- 4.2.1.18 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.

- 4.2.1.19 INSPECT AND CLEAN RETURNS, returns shall be inspected to detect damage and their surfaces shall be cleaned to prevent accumulation of dirt and / or algae growth.
- 4.2.1.20 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.
- 4.2.1.21 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.
- 4.2.1.22 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.
- 4.2.1.23 ASSESS CONDITION OF POOL STRUCTURES, pool and related structures shall be evaluated periodically to detect the need for renovation or repair work such as regrouting, painting, repair of cracks, leaks, etc. Findings shall be reported to the Contracting Officer Technical Representative (CORT).

5.0. 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 swimmer's reach

6.0. LOCATION FOR SWIMMING POOL SERVICES

All standard and additional services are to be delivered on regular working days.

| <u>Location</u> | <u>Address</u> |
|--|---------------------------|
| Ambassador's Residence | Col. Viera |
| Deputy Chief of Mission Residence | Col. Tepeyac |
| Marine House | Lomas del Guijarro |
| New Office Building (NOBX) fountain | American Embassy, |
| Tegucigalpa | |

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.

7.0. WORKING HOURS

All work shall be performed during **working hours Monday through Friday from 0700 to 1600** except for the holidays identified in 652.237-72 Observance of Legal Holidays and Administrative Leave. 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.

8.0. DELIVERABLES

The following items shall be delivered under this contract:

| <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>DELIVERY DATE</u> | <u>DELIVER TO:</u> |
|-----------------------|-----------------|----------------------|--------------------|
| Pool Maintenance Plan | 1 | 5 days | COR |
| List of Personnel | 1 | 5 days after award | COR |
| Transition Plan | 1 | 5 days after award | COR |
| Payment Request | 1 | monthly | COR |

9.0. PERSONNEL REQUIREMENTS

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

9.2 STANDARD OF CONDUCT.

9.2.1 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

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

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

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

9.2.5 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

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

10.0. PERSONNEL SECURITY

10.1. After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take **two weeks** to perform. For each individual the list shall include:

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

10.2. Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or

at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

11.0. MATERIALS AND EQUIPMENT

The contractor will provide all necessary pool maintenance equipment, including, chemicals, filters, hose, pumps and accessories to perform the work.

12.0. LAWS AND REGULATIONS

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

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

13. TRANSITION PLAN

Within **5 days** after contract award, the Contracting Officer may ask the contractor to develop a plan for preparing the contractor to assume all responsibilities for pool maintenance services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

14. (a) QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

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

| Performance Objective | PWS Para | Performance Threshold |
|---|-----------------|--|
| <u>Services.</u> Performs all pool maintenance services set forth in the performance work | 4 thru 5. | All required services are performed and no more than one (1) customer complaint is |

| | | |
|-----------------|--|---------------------|
| statement (PWS) | | received per month. |
|-----------------|--|---------------------|

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

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

(d) PROCEDURES.

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

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

(3) The COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(4) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(5) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(6) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(7) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(8) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

15. PERIOD OF PERFORMANCE

The performance period of this contract is from February 1, 2011 to January 31, 2012 with four-one year options.

16. EVALUATION FACTORS FOR AWARD

Basis for Award.

The Government intends to award a contract resulting from this RFQ to the lowest priced, technically acceptable offeror who is a responsible Contractor.

Responsibility

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

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

17.0. PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the estimated quantities shown in this RFQ.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months**.

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

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

52.236-27 SITE VISIT (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be

performed.

(b) A site visit has been scheduled for January 5, 2011 at 9:00 a.m.

(c) Participants will meet at the entrance of the U.S. Embassy – Tegucigalpa Post 1. Your attendance must be confirmed no later than December 29, 2010 by sending a fax to Neil Richter, Contracting Officer, Fax No. 2236-5245, with the name and Honduran ID Number of the person that will represent your company. This information must be submitted in a timely manner or you will not be allowed to enter the premises.

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

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Holy Thursday
Good Friday
Easter Saturday
Day of the Americas
Central American Independence Day
Francisco Morazan's Birthday
Discovery of America
Honduran Armed Forces 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. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

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

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

(b) The COR for this contract is the **Gardening Supervisor**.

52.214-34 Submission of Offers in the English Language (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-36)**

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: <http://www.acqnet.gov/far>

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

1 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) | SEPT 2007 |
| 52.212-4 | Contract Terms and Conditions – Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour) | MAR 2009 |
| 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) | APR 1984 |
| 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 (SEP 2009)

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

commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (U.S.C. 7104(g))
Alternate I (AUG 2007) of 52.222-50 (U.S.C. 7104(g))
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate]

| | 1.1 <u>Clause Number and Title</u> |
|--|--|
| | (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402). <i>[Check if order exceeds \$100,000]</i> |
| | (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)). |
| | (3) – (19) [Reserved]. |
| | (20) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i> |
| | (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i> |
| | (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i> |
| | (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212). <i>[Check if the following apply: for supplies, the order exceeds \$100,000 and is awarded to a U.S. firm. For services, the order exceeds \$100,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i> |
| | (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i> |
| | (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212). <i>[Check if you have included the clause 52.222-35]</i> |
| | (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union |

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|---|---|
| | Dues or Fees (DEC 2004) (E.O. 13201) <i>[Check if the order is for services and the amount exceeds \$100,000]</i> |
| √ | (27)(i) 52.222-50, Combating Trafficking in Persons (FEB 2009) <i>[Check for all orders]</i> |
| | (27)(ii) Alternate I of 52.222-50 <i>[Check if the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons that apply to contractor employees]</i> |
| | (28) – (32) [Reserved]. |
| | (33) 52.225-5, Trade Agreements (AUG 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). <i>[Check if the order is for supplies or services that involve the acquisition of supplies and the amount exceeds \$194,000]</i> |
| | (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). <i>[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, <u>unless</u> authorized by OFAC]</i> |
| | (35) – (38) [Reserved]. |
| | (39) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). <i>[Check if payment will be made by EFT and the contractor has registered in the CCR]</i> |
| | (40) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has <u>not</u> registered in the CCR]</i> |
| | (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by a third party, e.g., purchase card]</i> |
| | (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). <i>[Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i> |
| | (43)(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). <i>[Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i> |
| | (ii) Alternate I (APR 2003) of 52.247-64. <i>[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i> |

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial items, 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.]

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| | 1.2 <u>Clause Number and Title (1) – (6) [Reserved]</u> |
| | (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 110-247) |
| | (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)). <i>[Check if order is for services that involve business operations conducted in U.S. coin and currency, including vending machines]</i> |

(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) *[This paragraph applies only if award is made to a U.S. firm, except for item (vii) which applies to all orders.]* 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 paragraphs (i) through (xi) of this paragraph 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 (DEC 2008) (Pub L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) [Reserved].

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) – (xii) [Reserved].

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

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

(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 \$100,000) | AUG 1999 |
| 652.228-71 | Workers Compensation Insurance (Defense Base Act) – Services (for services to be performed overseas when the contract includes covered contractor employees as defined in paragraph (a) of the clause) Fill-in for paragraph (c): “(c) The current rate under the Department of State contract is [<i>contracting officer insert rate</i>] of compensation for services.” | JUNE 2006 |
| 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 |

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|------------|---|----------|
| 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:

Department of State Personal Identification Card Issuance Procedures

(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)

assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention.

(End of clause)