



*American Embassy
Chanakyapuri
New Delhi-110021
Phone No. 91-11-24198728
Fax No. 91-11-24198278*

December 11, 2014

To: Prospective Offerors

Subject: Solicitation number S-IN650-14-Q-0074

Enclosed is a Request for quotation (RFQ) for Exterior painting services. To submit a proposal:

- follow the instructions in Section L of the solicitation,
- complete the required portions of the attached document, and
- submit your proposal to the address shown on the Standard Form 1442 that follows this letter.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions. However, we may hold discussions with companies in the competitive range if there is a need to do so.

The Embassy intends to conduct a pre-proposal conference for the purpose of answering questions concerning this solicitation on December 18, 2014 at 11:00 A.M. A site visit shall also be conducted at 12:00 P.M immediately after the pre-proposal conference. Due to parking restrictions, participants are advised to arrive early, so that they can park their vehicles at Malcha Marg and walk down to the designated meeting location by 10:45 A.M. Please refer to Paragraphs L.5 and L.6 in Section L for complete details. Prospective quoters are requested to e-mail their questions and the names of the attendees (not to exceed two representatives from each firm), no later than December 15, 2014 at via e-mail to vedij@state.gov

Please submit your quotation at newdelhibids@state.gov by 5:00 P.M. on or before December 29, 2014. Please do not use other e-mail address. Quotations received after the due time and date shall be dealt with in accordance with the procedures in FAR provision 52.212-1(f).

This solicitation requires registration with the System for Award Management (SAM) prior to award, pursuant to applicable regulations and guidelines. Registration information can be found at www.sam.gov.

Sincerely

Edith A. Davis
Contracting Officer

SECTION A

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	S-IN650-14-R-0029	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	December 11, 2014	1 of 83

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY Contracting Officer American Embassy Gate 'C', Chandragupta Marg, Chanakyapuri New Delhi 110021, India	CODE	8. ADDRESS OFFER TO Contracting Officer American Embassy Gate 'C', Chandragupta Marg, Chanakyapuri New Delhi 110021, India
9. FOR INFORMATION CALL: →	A. NAME Edith A. Davis	B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) 91-11-24198728, 24198000

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

SEE SCHEDULE

11. The Contractor shall begin performance within ____ calendar days and complete it within ____ calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. *(See Schedule)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i>	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10 days from date of award

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in **original** to perform the work required are due at the place specified in Item 8 by **5:00 P.M. local time on December 29, 2014**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

NSN 7540-01-155-3212

1442-101

STANDARD FORM 1442 (REV. 4-85)

Computer Generated
by GSA

Prescribed

CFR) 53.236-1(e)

FAR (48

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14)
FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within 60 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS →

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>						20B. SIGNATURE			20C. OFFER DATE	

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM →	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()
26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, supplies and equipment for exterior painting services for residences for **U.S.Embassy, New Delhi, India** as described in Sections B and C of this contract, and the exhibits in Section J.

Contractor shall perform all necessary preparation, including but not limited to: cleaning surfaces, caulking joints, puttying of defects and holes, and masking and protecting of non-painted surfaces/materials. Contractor shall prime all exterior painted and unpainted surfaces when required and steel wrought iron fencing materials. Contractor shall paint all walls and surfaces, doors and jambs, window jambs and trim, door casing and other architectural trim elements as requested in work task orders. Contractor shall clean-up all overspray, and remove all waste and rubbish created by the work, and leave the job site in a manner acceptable to the project Contracting Officer's Representative (COR). All work shall be done in accordance with Scope of work/Specifications provided in Attachment # 1

LOCATION: US Embassy at Chankyapuri, New Delhi or at other locations in New Delhi according to the task order.

Work shall be completed as expeditiously as possible in accordance with all local and international life, safety, environmental and applicable construction codes and standards.

The Government will order all work by issuing task orders with job order details as an attachment # 2

B.2 TYPE OF CONTRACT

This contract is an indefinite-delivery indefinite-quantity contract with firm-fixed prices. Task orders will be priced and payable entirely in the currency indicated in the SF1442. The Government will not pay any additional sums due to any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted due to fluctuations in the currency exchange rates. The Government will make changes in the contract price or time to complete only due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract. The estimated quantities listed in B.1 above are estimates only and the Government does not guarantee that such quantities will be ordered.

B.3 CONTRACT PRICE

B.3.1 General. The Contractor shall complete all work, including furnishing all labor, material, equipment and services, required under this contract, for painting services. The price listed below shall include all labor, materials, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement) and profit.

B.3.2 Payment. The Government will make payment in local currency.

B.3.2(a) Value Added Tax

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B.3.3 Pricing - Base Period: The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

BASE YEAR PRICES (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months)

Paint "Code No"	Location	Paint detail	Paint make or equivalent	Product No.	Finish Coat Product Type	Approx. paintable area (Square Feet)	Price per Square Foot in Rs.	Total Estimated Price In Rs.
E-1	Perimeter wall at Chancery Compound, Enclave Compound, B. D. Road Compound and GO residences.	Two coats of ACE exterior paint	Asian Paints or equivalent make	0051	Exterior emulsion	1,55,000		
E-2	Metal railing above perimeter wall	Two coats of enamel paint	Asian Paints or equivalent make	0074		10,000		
E-3	Metal fence, stair, gates, doors, Trellis and ball filed fence.	AP PU Palette OR ICI PU Vector	Asian Paint Or ICI Or equivalent make	153501-72	Matt Finish	21, 500		
E-4	Overhang, awning, pump room roof, store room roof	Two coats of elastomeric waterproof paint	Synroof or equivalent make		Matt Finish	5,000		
E-5	Overhang, pump room roof, store room roof	Two coats of aluminum paint Super Silver Shield	STP Makes or equivalent make	---	Matt/Gloss finish	3, 000		
E-6	Traffic Line painting	Road Marking Golden Yellow	Shalimar Paint or equivalent make		Semi-gloss	5,000*		
E-7	Wooden Doors/windows, metal gates, pump room, steel decking and canopies.	Two coats of enamel paint	Asian Paints or equivalent make	0074	Semi - gloss	2,000		
TOTAL								
VAT								
GRAND TOTAL								

Item Code	Item Detail	Unit	Price per unit	Total Estimated Price
SC-1	Providing and erecting scaffolding as & when required	Sq. Fts		

This estimated amount is based on total estimated Government requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

B.4 Contract Minimum and Maximum Amounts

B.4.1 Contract Minimum

During the contract period, the Government shall place orders for a minimum of Rs.6,000. This is the contract minimum for this period of performance.

B.4.2 Contract Maximum

During the contract period, the amount of all orders shall not exceed **Rs.4,000,000**. This is the contract maximum for this period of performance.

B.5 FIRST OPTION YEAR PRICES

Paint "Code No"	Location	Paint detail	Paint make or equivalent	Product No.	Finish Coat Product Type	Approx. paintable area (Square Feet)	Price per Square Foot in Rs.	Total Estimated Price In Rs.
E-1	Perimeter wall at Chancery Compound, Enclave Compound, B. D. Road Compound and GO residences.	Two coats of ACE exterior paint	Asian Paints or equivalent make	0051	Exterior emulsion	1,55,000		
E-2	Metal railing above perimeter wall	Two coats of enamel paint	Asian Paints or equivalent make	0074		10,000		
E-3	Metal fence, stair, gates, doors, Trellis and ball filed fence.	AP PU Palette OR ICI PU Vector	Asian Paint Or ICI Or equivalent make	153501-72	Matt Finish	21, 500		
E-4	Overhang, awning, pump room roof, store room roof	Two coats of elastomeric waterproof paint	Synroof or equivalent make		Matt Finish	5,000		
E-5	Overhang,	Two coats	STP Makes	---	Matt/Gloss	3, 000		

	pump room roof, store room roof	of aluminum paint Super Silver Shield	or equivalent make		finish			
E-6	Traffic Line painting	Road Marking Golden Yellow	Shalimar Paint or equivalent make		Semi-gloss	5,000*		
E-7	Wooden Doors/windows, metal gates, pump room, steel decking and canopies.	Two coats of enamel paint	Asian Paints or equivalent make	0074	Semi - gloss	2,000		
TOTAL								
VAT								
GRAND TOTAL								

Item Code	Item Detail	Unit	Price per unit	Total Estimated Price
SC-1	Providing and erecting scaffolding as & when required	Sq. Fts		

This estimated amount is based on total estimated Government requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

B.6 Contract Minimum and Maximum Amounts

B.6.1 Contract Minimum

During the contract period, the Government shall place orders for a minimum of Rs.6,000. This is the contract minimum for this period of performance.

B.6.2 Contract Maximum

During the contract period, the amount of all orders shall not exceed **Rs.4,000,000**. This is the contract maximum for this period of performance.

B.7 GRAND TOTAL PRICE FOR BASE YEAR PLUS FOUR OPTION YEARS

Base Year Total:	
First Option Year Total:	

Grand Total Price for both Years:	
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After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

- A. The effective ordering period under this contract starts on date shown in the Notice to Proceed and continues for twelve months.
- B. The Government may extend this contract under FAR 52.217-9, "Option to Extend the Term of the Contract" and 52.217-8, "Option to Extend Services".

COMPLETION DATES UNDER TASK ORDERS

A. The Contractor shall have a minimum of 3 days in order to commence work under each task order issued.

B. The following are minimum completion times that will be included in individual task orders, dependent upon the type and amount of work to be done:

Painting Exterior Walls, up to 425 square feet – two days

B.4 ORDERING - The Government shall issue task orders for ordering all services under this contract. Task orders may be issued from the effective date of the contract until the end of the "Period of Performance." All task orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any task order.

B.4.1 ISSUANCE OF TASK ORDERS - The Contracting Officer may issue task orders orally but will be confirm them in writing within three days.

B.4.2 SURVEY OF PROPERTY - Before performing work, the Contractor shall survey the property and verify the work required against the task, to determine if any discrepancies exist. The Contractor shall be responsible for any errors that might have been avoided by such a survey/review. The Contractor shall immediately report any discrepancies to the COR or the Contracting Officer and shall not begin work until such matters are resolved.

B.4.3 CONTENTS OF TASK ORDERS - The Contracting Officer shall issue task orders for exterior painting services on an as-needed basis. See the sample task order at Section J, Exhibit 1. Task orders shall include:

- (a) Date of order
- (b) Contract number
- (c) Order number
- (d) Location of property
- (e) Amount of work (square meters or linear meters)
- (f) Point of contact for questions

B.4.4 COMPLETION DATE – The Contractor shall complete all services on individual housing units within time period mentioned in the task order. The time period specified above shall not begin until the Contractor is afforded reasonable access to the work site.

The time period specified above may be shortened if mutually agreed to by the contractor and the Government.

Please note that before commencement of the work the contractor will provide a schedule within three days of the receipt of the task order. This schedule should list time lines to include substantial/ final completion/ punch list times and any other times that require any types of deliverables. This schedule shall be prepared by the contractor in due coordination with the COR/GTM. The contractor should coordinate with the COR/GTM to discuss and agree on the schedule before commencement of the project. COR/GTM should plan for this schedule accordingly. Due to unforeseen circumstance that could arise during these projects this schedule will be flexible and can change as long as COR/GTM and the contractor both agree on any changes.

ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, this acceptance shall be binding on the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision by the Government shall not:

- (1) extend the completion date or obligate the Government to do so;
- (2) constitute acceptance or approval of any delay, or;
- (3) excuse or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 CHARACTER AND SCOPE OF WORK

GENERAL - The Contractor shall furnish and apply all materials required by this contract, unless the contract states that materials and equipment will be provided by or work performed by the Government or by others under separate contracts.

The Contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required.

Contractor shall maintain a clean, safe, and workman like job site. At the conclusion of the work, contractor shall clean up and remove all waste and rubbish created by the work, and leave the work site in a manner acceptable to the COR. Upon receiving task order, contractor shall begin work within 3 days or as agreed upon in writing by the COR. The work shall be completed within the time agreed upon by the COR and the contractor at the time the task order is issued. Unless otherwise stated in this document, the contractor shall supply all materials, supplies, tools, equipment, and labor to perform the work described in each task order, i.e.: safe ladders, factory-made scaffolding and man lifts.

ENGLISH SPEAKING REPRESENTATIVE - The Contractor shall designate an English speaking representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the Government.

PERSONNEL - The Contractor shall be responsible for providing qualified technicians for painting with relevant experience to perform painting services for task orders issued under this contract. Helper positions do not need to meet the experience requirement.

C.2 STANDARDS

MATERIALS AND EQUIPMENT

A. General. The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, pressure washer and texture sprayers if necessary to perform the work. No materials will be furnished by the Government.

B. Selection and Approval of Materials

1. Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.
2. Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated into the

work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:

- (a) the names of the manufacturer;
- (b) model number;
- (c) source of procurement of each such product, material or equipment; and
- (d) other pertinent information concerning the:
 - (i) nature,
 - (ii) appearance,
 - (iii) dimensions,
 - (iv) performance,
 - (v) capacity, and
 - (vi) rating

unless otherwise required by the Contracting Officer.

PREPARATION/PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, carpets, or windows). The Contractor shall move, protect and return such property to its original position upon completion of work in that area.

The Contractor shall first protect ground or any un-printable surface (such as furniture and rugs) by appropriate covering. The Contractor shall protect floors from soiling and paint spills. Wooden floors shall not be washed under any circumstances. To protect floors (of all types) from damage, the Contractor shall use a suitable protective cover. The Contractor shall also equip ladders and scaffolding with clean rubber shoes or similar protection devices.

If the Contractor spills any paint, or in any way soils ground covering, i.e. walkways, patios, roads, the Contractor shall clean up at the Contractor's expense. After completion of the painting work, the Contractor shall return all furnishings or fixtures to their original position, and clean the work area free of litter and debris.

UTILITIES

The Government will provide source of power, if needed to ensure that paint will be applied following the manufacturer's specifications. The Government will provide source of water for clean up and other use during the progress of job.

EQUIPMENT

The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding

gear, electric sprayers, pressure washer and texture sprayers if necessary to perform the work. The Government will not furnish any materials.

WARRANTY

The warranty shall be valid for 1 year after the final inspection. During the warranty period, the Contractor shall repair or replace, free of charge, any occurring defects or ensuing damages. If the Contractor fails to do so after receipt of a written request to that effect, the Government may have such discrepancies remedied at the Contractor's expense.

TECHNICAL SPECIFICATIONS FOR PAINTING WORK

1. Exterior Painting

Paint surfaces as directed by the task order. Match paint to similar adjacent materials or surfaces.

- (a) **Paint:** This category includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- (b) **Product Data:** The Contractor shall submit manufacturer's technical information, label analysis, and application instructions to the COR for each paint material proposed for use, prior to starting work. The Contractor shall list each material and cross-reference specific coating and finish system and application as an attachment to the above submittal. The Contractor shall identify each material by the manufacturer's catalog number and general classification.
- (c) **Single Source Responsibility:** The Contractor shall provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- (d) **Material Quality:** The Contractor shall provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification are not acceptable.
- (e) **Material Delivery:** The Contractor shall deliver materials to the job site in manufacturer's original, unopened packages and the containers shall bear the manufacturer's name and label with trade name and manufacturer's instructions.
- (f) **Material Storage:** The Contractor shall store materials not in use in tightly covered containers in a well ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). The Contractor shall protect

materials from freezing and keep storage area neat and orderly. Contractor shall remove oily rags and waste daily.

- (g) Project Conditions: The Contractor shall not apply paint when the relative humidity exceeds 85 percent, or at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces. The Contractor shall apply paint only in temperatures that comply with the manufacturer's specifications.
- (h) Preliminary Examination: The Contractor shall examine substrates and conditions under which painting will be performed for compliance with requirements and shall not begin application until unsatisfactory conditions have been corrected.
 - (i) Preparation:
 - (i) The Contractor shall remove hardware and hardware accessories, plates, light fixtures, and items in place that are not to be painted, or provide protection such as taping, prior to surface preparation and painting. (Taping includes windows, door jams, etc.)
 - (ii) The Contractor shall clean and prepare surfaces to be painted following the manufacturer's instructions before applying paint or surface treatments. This preparation includes removal of oil, dust, direct, loose rust, mildew, peeling paint or other contamination to ensure good adhesion. In some cases, the Contractor may be requested to remove all existing coats of paint and sealers if prior paint application is showing signs of improper adhesion, such as peeling, chipping, etc. All surfaces must be clean and dry. The Contractor shall schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces.
 - (iii) The Contractor shall notify the Contracting Officer or COR of problems anticipated for any minor preparatory work required, such as but not limited to, filling nail holes, cleaning surfaces to be painted, and priming any requisite areas. Plan preparatory work as most units in residential areas will have nail holes or areas that will need to be primed or sealed. Replace all electrical covers with new covers after painting.
- (i) Materials Preparation: The Contractor shall mix and prepare paint following the manufacturer's directions.
- (j) Application: The Contractor shall apply paint according listed on page # 2 following the manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint

over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

- (i) On exterior surfaces, the Contractor shall apply a high quality exterior grade latex base paint that matches as closely as possible the existing color on the exterior of the property, or a color as otherwise specified by the COR. Prior to painting, the Contractor shall scrape, sand, fill, and prime the surface with a latex base primer. The Contractor should plan on extensive preparatory work prior to painting. The Contractor shall not apply exterior paint in snow, rain, fog or mist, or when the relative humidity exceeds 85 percent; or to damp or wet surfaces.
- (ii) The Contractor shall provide finish coats that are compatible with primers used.
- (iii) The number of coats and film thickness required is the same regardless of application method. The Contractor shall not apply succeeding coats until previous coat has cured. The Contractor shall sand between applications where required to produce a smooth, even surface.
- (iv) The Contractor shall apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color, and appearance.
- (k) **Scheduling Painting:** The Contractor shall apply the first coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable, and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried.
- (l) **Minimum Coating Thickness:** The Contractor shall apply materials at the manufacturer's recommended spreading rate. The Contractor shall provide a total dry film thickness of the system as recommended by the manufacturer.
- (m) **Prime Coats:** Before application of finish coats, the Contractor shall apply a prime coat as recommended by the manufacturer to material required to be painted or finished, and which has not been prime coated.
- (n) **Brush Application:** The Contractor shall brush-out and work brush coats into surfaces in an even film. The Contractor shall eliminate cloudiness, spotting, laps, brush marks, runs, sags, ropiness, or other surface

imperfections. The Contractor shall draw neat glass lines and color breaks.

The Contractor shall apply primers and first coats by brush unless manufacturer's instructions permit use of mechanical applicators.

- (o) Mechanical Applications: The Contractor shall use mechanical methods for paint application when permitted by manufacturer's recommendations, governing ordinances, and trade union regulations.

Wherever spray application is used, the Contractor shall apply each coat to provide the equivalent hiding of brush-applied coats. The Contractor shall not double-back with spray equipment building-up film thickness of two coats in one pass, unless recommended by the manufacturer.

- (p) Upon completion of painting, the Contractor shall clean the glass and paint-spattered surfaces. The Contractor shall remove spattered paint by washing, scraping or other proper methods, using care not to scratch or damage adjacent finished surfaces.
- (q) The Contractor shall remove temporary protective wrappings after completion of painting operations.

2. Texture Only - Walls

Occasionally, the Government may require a wall to be textured that has not previously been textured. The Contractor shall prepare the wall by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After preparatory work, the Contractor shall furnish and apply a texture type material. If any other walls within that room are textured, the texture material shall closely match the texture of any other existing textured walls in that room. The Contractor shall not be required to do less than one room on any individual task order.

3. Paint Exterior Trim

The Contractor shall apply a high quality exterior grade latex base paint that matches as closely as possible the existing color on the exterior trim of the property, or a color as specified by the Contracting Officer. The Contractor shall scrap, sand, fill, and prime the trim with a latex base primer, prior to painting. The Contractor shall plan on extensive preparatory work prior to painting. The specifications for exterior paint apply, unless otherwise specified in the task order.

4. Plaster

The Contractor shall repair any damaged exterior plaster as directed by the COR. The plaster material shall be of a similar material that matches as closely as possible the existing plaster in texture and color.

5. Stucco

The Contractor shall repair any damaged stucco and remove any loose stucco before applying paint.

6. SUBMITTALS & CLOSEOUT: Contractor shall submit a color samples for approval prior to beginning work. At the end of the work, contractor shall provide an unopened, labeled; one-gallon can of paint of each type/ color used.

7. The Contractor shall provide quantity and experienced personnel experienced in commercial painting, equipment i.e. scaffolding, materials, tools and supervision as needed to complete the services that meet the technical requirements in this Statement of Work [SOW]. It is expected that the Contractor shall partner closely with Embassy personnel.

14. GOVERNMENT MATERIAL (GM)

The U.S. Government shall not provide material or equipment for this project.

15. RESPONSIBILITY OF THE CONTRACTOR

15.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.

15.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall be approved by the COR.

15.3 The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, raising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.

15.4 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.

- 15.5 The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor assures the completed construction / equipment installation shall be easily maintained or replaced with readily available materials and services.
- 15.6 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.
- 15.7 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.
- 15.8 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.
- 15.9 Cleanup - Remove all paint overspray, spills, runs, spatters from non-painted surfaces. Daily, remove all debris and rubbish created by work from the premises. Paint and other hazardous waste shall not be poured down drains.

The Contractor shall keep the work areas at all sites, including storage areas, free from accumulations of waste materials on a daily basis and comply with all federal, state and local regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use residential or US Government Facility waste disposal facilities including garbage cans, trash piles or dumpsters.

16. CRITERIA

The Contractor work shall be in accordance with U.S. codes and standards:
American Society for Testing & Materials,
2010 International Building Code
OSHA Life Safety Codes
EPA Environmental Standards

17. EXECUTION

1. Cover and protect finished work and surfaces not to be painted. Use drop clothes of adequate size to protect adjacent areas.
2. Mix and prepare painting materials in accordance with manufacturer's directions.

3. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be painted, or provide surface applied protection. Reinstall removed items when final coat is thoroughly dry.
 4. Do not paint over dirt, rust, scale, grease, moisture, voids and blemishes, or other conditions detrimental to formation of a durable paint film. Thoroughly wash, scrape, sand, etc. as needed to provide a proper surface.
 5. Putty, fill and sand all holes, and other blemishes in surfaces to be painted.
 6. Apply paint in accordance with manufacturer's directions. Use techniques best suited for substrate and type of material being applied.
 7. Apply material evenly without runs, sags, or other defects. Leave moldings, trim, edges, and millwork clean and true to details without excess paint in corners or depressions. Make edges of paint adjoining other materials or colors sharp and clean, without overlaps.
 8. Paint surfaces behind moveable equipment same as similar exposed surfaces.
 9. Finish exterior doors on tops, bottoms, and side edges same as interior faces.
 10. Finish access panels, and similar items in the same color as their surroundings.
 11. Apply materials at not less than manufacture's recommended spreading rate, to establish a total dry film thickness as recommended by the manufacture.
 12. Drying time: Minimum time recommended by manufacture. Do not apply succeeding coats until the undercoat is thoroughly dry.
 13. Sanding: Lightly sand between coats, if required, to ensure that surface is smooth to the touch.
 14. Apply additional coats when undercoats, or other conditions show through final coat of paint. Final finish shall have uniform finish, color, and appearance.
18. **FINISHING OF SURFACES:**
Painted Wood: Doors, Door Jambs, Door Casing, Window Jambs, Window Trim, exterior walls, façade Other Trim to match existing or as directed in the task order.
19. **DELIVERABLE SCHEDULE**
The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the period specified according to the task order.
20. **PROJECT SECURITY**
- (i) The U.S. Embassy will require the full name and ID numbers of all contractor personnel submitted upon award of the contract. Information submitted by the Contractor will not be disclosed beyond the Embassy.

- (ii) The Contractor shall submit this information including make, model and vehicle license plate number of all vehicles which require access to the Embassy Compound upon award of the contract.

Attachment # 2

Job Order for 'In-Definite Delivery, Indefinite-Quantity' Contract

Job Order # _____

Property Address _____

Location to be Painted _____

Sq. Ft. Area of Paintable Surface _____

Paint Code _____ Paint Price per sq.ft. _____

Total Job Order Price _____

Start Date _____ Completion Date _____

Supervisor's Name _____

Authorizing Official's Signature _____

Contractor's signature* _____ Date _____

*The contractor is required to put his signature on this document as a token of acceptance on the details mentioned in this job work order. The contractor is responsible to field measure and to quantify the required material and tasks as to complete the project as per scope of work and drawings. Payment shall be made on as per actual duly certify by the COR of the contract.

C.3 MAJOR REPAIRS

The Contractor shall immediately inform the COR or the Embassy Buildings Management Office of major safety problems and the need for major and/or specialized repairs to any part of the serviced area of the residential unit. The Contractor shall also inform the COR of a major problem in the residential unit in a system or area that is not being serviced as well. The Contractor shall be liable for the costs for any damage that occurs as a result of the Contractor's negligence in its duty to inform the COR. The Contractor shall make efforts to minimize such trouble or damage in systems or areas being serviced until proper corrective action can be taken.

Major and specialized repairs shall be carried out by the Government, independent of this contract.

C.4 CONTRACTOR PERSONNEL

All personnel assigned by the Contractor for the performance of the respective services shall be regular employees of the Contractor, and shall be supervised by the Contractor. There shall be no employer-employee relationship between the Government and the personnel. Subcontractors may only be employed with the express written consent of the Contracting Officer.

C.5 SUPERINTENDENCE BY CONTRACTOR

The entire operation of the contracted services shall be superintended by the Contractor's bilingual (English/Hindi). The liaison shall coordinate the performance of the contracted services with the needs of the Government.

The liaison, or a qualified assistant, shall be on duty throughout the normal operating hours of the Embassy listed in Section F.8. The liaison shall also superintend the performance of the contracted services on Saturdays, Sundays, and holidays if required.

C.6 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system including:

- (a) Develop and maintain checklists of duties to be carried out,
- (b) Ensure these duties are carried out by the supervisory staff and senior employees, and
- (c) Perform inspections at all work locations to determine whether the various services are being performed according to the contract requirements.

The Contractor shall provide copies of all inspection reports to the COR.

The Contractor shall promptly correct and improve any shortcomings and/or substandard conditions noted in such inspections. The Contractor shall to the attention of the Contracting Officer or COR, for disposition, any conditions beyond the responsibility of the Contractor.

C.7 INSPECTION BY GOVERNMENT

The services performed and the supplies furnished for this contract will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

SECTION D - PACKAGING AND MARKING

D.1 The Contractor shall mark materials delivered to U.S.Embassy, New Delhi, India *Enclave Compound, Gate#C, Chandragupta Marg, New Delhi – 11002.*

D.2 PACKING AND MARKING

The Contractor shall deliver material to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's information.

SECTION E - INSPECTION AND ACCEPTANCE

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

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2013)
52.246-4	INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)

SECTION F - DELIVERIES OR PERFORMANCE

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

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.242-14	SUSPENSION OF WORK (APR 1984)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.211-12	LIQUIDATED DAMAGES – CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **\$100** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

F.2 EFFECTIVE ORDERING PERIOD

F.2.1 After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

F.2.2 The Government may extend this contract under FAR 52.217-9, "Option to Extend the Term of the Contract" and 52.217-8, "Option to Extend Services".

F.3 COMPLETION DATES UNDER TASK ORDERS

F.3.1 The Contractor shall have a minimum of *three* days in order to commence work under each task order issued.

F.4 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, this acceptance shall be binding on the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision by the Government shall not:

- (1) extend the completion date or obligate the Government to do so;
- (2) constitute acceptance or approval of any delay, or;
- (3) excuse or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.5 NOTICE OF DELAY

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall:

- (1) notify the Government of such change or other conditions upon the approved schedule, and;
- (2) shall state in what respects, if any, the relevant schedule or the completion date should be revised.

The Contractor shall give notice to the Contracting Officer promptly, *within a day following the first occurrence of event giving rise to the delay or prospective delay*). Only the Contracting Officer may approve revisions to the approved time schedule.

F.6 WORKING HOURS

The Contractor shall perform all work during **Monday thru Saturday between 0800 am thru 0500 pm** except for the holidays identified in Section I, DOSAR 652.237-82, "Observance of Legal Holidays and Administrative Leave. The Contracting Officer may approve other hours, if the Contractor gives at least 24 hours advance notice. Changes in work hours will not be a cause for a price increase.

F.7 EXCUSABLE DELAYS

The Contractor shall be allowed time, not money, for excusable delays as defined in FAR 52.249-10, "Default". Examples of such cases include:

- (1) acts of God or of the public enemy;
- (2) acts of the United States Government in either its sovereign or contractual capacity;
- (1) acts of the government of the host country in its sovereign capacity;
- (2) acts of another contractor in the performance of a contract with the Government;
- (3) fires;
- (4) floods;
- (5) epidemics;
- (6) quarantine restrictions;
- (7) strikes;
- (10) freight embargoes;
- (11) delays in delivery of Government furnished equipment, and;
- (12) unusually severe weather.

In each instance, the failure to perform shall be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore:

- (1) shall be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against;
- (2) cannot be overcome by reasonable efforts to reschedule the work, and;
- (3) directly and materially affects the date of final completion of the project.

F.8 DELIVERABLES

The Contractor shall delivery the following items under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To:</u>
H.12.2 – Biographies of Personnel	1	10 days after award	COR
H.3 – Bonds	1	10 days after award	CO
H.4 – Insurance/Licenses & Permits	1	10 days after award	CO
H.10.1 – Safety Plan	1	10 days after award	COR

F.4 CONTRACTOR'S SUBMISSION OF WORK SCHEDULE FOR TASK ORDERS FOR MAJOR REPAIRS

The time for submission of the schedules and General Instructions referenced in Section I, 52.236-15, "Schedules for Construction Contracts," Paragraph (a) is modified to reflect the due date for submission as 3 calendar days after receipt of an executed contract." The Contractor shall revise such schedules weekly:

- (a) to account for the actual progress of the work,
- (b) to reflect approved adjustments in the performance schedule, and
- (c) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government.

The Contractor shall submit a schedule that sequences work to minimize disruption at the job site.

All deliverables shall be in the English language and any system of dimensions (such as English or metric) shown shall be consistent with the contract. If the Contractor has failed to act promptly and responsively in submitting its deliverables, the Government in approving such deliverables shall allow no extension of time for delay. The Contractor shall identify each deliverable as required by the contract.

F.5 POST AWARD CONFERENCE

The Government will hold a post award conference ten (10) days after contract award at **U.S.Embassy, New Delhi, Gate 'C', FMS/Conference room**, to discuss the location and type of residences to be serviced, submittals, personnel issues, procedures and other important matters concerning the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is - *Senior Facility Manager, contact # 011-24198136*

G.1.2 DUTIES

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

G.1.3 Government Technical Monitor

(a) Government Technical Monitors (GTMs) shall be designated in accordance with DOSAR 642.271 to provide technical monitoring, advice, and assistance, in the monitoring and evaluation of a contractor's performance. The Contracting Officer shall appoint all GTMs.

(b) The GTMs for this contract shall be:

Maintenance Engineer, contact # 011-24198308

Maintenance Specialist, contact # 011-24198027

Maintenance Supervisor, contact # 011-24194036

G.2 PAYMENT

The Contractor shall submit and address original invoices to:

**Financial Management Officer
U. S. Embassy, New Delhi, India
Shantipath, Chanakyapuri
New Delhi, India – 110021**

The Contractor shall submit and address copy of the invoices to the COR at:

**Facilities Management Officer
U. S. Embassy, New Delhi, India
Gate 'C', Chandragupta Marg
New Delhi, India – 110021**

G.2.1 GENERAL

The Contractor shall follow Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following subsections elaborate upon the information contained in that clause.

G.2.2 DETAIL OF PAYMENT REQUESTS

The Contractor shall request payment no more frequently than monthly and shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.2.3 PAYMENTS TO SUBCONTRACTORS

The Contractor shall make timely payment to his subcontractors and suppliers from the proceeds of the progress or final payment for which request is being made, following the Contractor's contractual arrangements with them.

G.2.4 EVALUATION BY THE CONTRACTING OFFICER

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer will make a determination as to the amount that is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the Contracting Officer shall advise the Contractor of the reasons for the reduction.

G.2.5 ADDITIONAL WITHHOLDING

Independently of monies retained by the Government under FAR 52.232-5 the Government may withhold from payments due the Contractor any amounts necessary to cover:

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and

(d) Any other amounts that the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and costs for failure to make adequate progress.

G.2.6. PAYMENT

In accordance with 52.232-27(a), the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is changed to 30 days.

G.3 SELECTION OF AWARDEE FOR INDIVIDUAL TASK ORDERS

(a) If more than one Contractor receives an award for these services, the following procedures shall govern the issuance of individual task orders. The Contractor shall perform no work without a task order issued by the Contracting Officer.

(b) As the need for services arises, the Government will develop a price estimate. If the estimate does not exceed US\$3000, the Government will follow the procedures in paragraph (c) below. If the estimate exceeds US\$3000, the Government will follow the procedures in paragraph (d) below.

(c) Orders not exceeding US\$3000 - The Government will select a Contractor for the task order. This decision will be based on the Government's best interests, which may include factors such as estimated price; past performance record; need to meet contractual minimums; or desire to avoid exceeding task order limitations set forth in Section I, FAR 52.216-19, "Order Limitations".

(d) Orders exceeding US\$3000

(1) Unless one of the exceptions in paragraph (e) below applies, the Government will make its award selection based on the prices in the contract and past performance information gained as a result of Contractor performance under this contract.

(2) Selection of Contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the contract. The Department of State has an Acquisition Ombudsman who will review complaints by Contractors to ensure that all Contractors are afforded a fair opportunity to be considered for these task orders under the terms of this contract.

(e) Exceptions to the procedures in paragraph (d) above:

(1) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or

(2) It is necessary to place an order to satisfy a minimum guarantee.

G.4 RECORDKEEPING REQUIREMENTS

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

(a) The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the Contractor of service requests and to document the performance of all work.

(b) Documentation of any complaints from post personnel or unusual incidents that may have taken place during the visit to the site.

G.5 The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment in order to enable the U.S. Government to claim refunds from the local Government tax authorities. The Contractor's VAT TIN number must be displayed on each invoice.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE

H.1.1 Amount of Insurance

The Contractor is required to provide whatever insurance is legally necessary under Section I, 52.228-5, "Insurance - Work on a Government Installation." The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal or bodily injury) on or offsite.

General Liability	
(1) Bodily injury on or off the site in Indian Rupees:	
Per Occurrence	Rs.100,000
Cumulative	Rs.1,000,000
(2) Property damage on or off the site in U.S. dollars:	
Per Occurrence	Rs.100,000
Cumulative	Rs.1,000,000

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work (e.g. Workmen's Compensation Insurance). The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

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

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

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

H.1.2 Government as Additional Insured

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

H.1.3 Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of FAR 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.1.4 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 and DOSAR 652.202-70, the following definitions shall apply:

- (a) Day means a calendar day unless otherwise specifically indicated.
- (b) Host Country means the country in which the project is located.
- (c) Material means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.
- (d) Task Order means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under individual orders as of a date stated in the order.
- (e) Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- (f) Separate Contractor means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction or work on the site of a portion of the project.

H.3 GOVERNING LAW

The contract and its interpretation shall be governed by the laws of the United States.

H.4 LANGUAGE PROFICIENCY

The project manager assigned by the Contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.5 LAWS AND REGULATIONS

H.5.1 Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the contractor shall comply with the more stringent of:

- (a) the requirements of such laws, regulations and orders; or
- (b) the contract.

If a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

H.5.2 Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.5.3 Subcontractors

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.5.4 Evidence of Compliance

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

H.6 RESPONSIBILITY OF CONTRACTOR

H.6.1 Damage to Persons or Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.6.2 Responsibility for Work Performed

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.7 CONSTRUCTION OPERATIONS

H.7.1 Operations and Storage Areas

- (a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.
- (b) Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.7.2 Use of Premises

- (a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.
- (b) Requests from occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.
- (c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site

outside the areas designated in this contract except with the permission of the Contracting Officer.

H.8 SAFETY

Accident Prevention

(a) **General.** The Contractor shall provide and maintain work environments and procedures that will:

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract. For these purposes, the Contractor shall:

- (i) Provide appropriate safety barricades, signs and signal lights;
- (ii) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
- (iii) Take any additional measures the Contracting Officer determines to be reasonably necessary for this purpose.

(b) **Records.** The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in:

- (1) death,
- (2) traumatic injury,
- (3) occupational disease, or
- (4) damage to or theft or loss of property, materials, supplies, or equipment.

The Contractor shall report this data as directed by the Contracting Officer.

(c) **Subcontracts.** The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) **Written Program.** Before starting the work, the Contractor shall:

(1) Submit a written proposal for implementing this clause; and

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding of the overall safety program.

(e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. The Contractor shall immediately take corrective action after receiving the notice. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule for any suspension of work issued under this clause.

H.9 SUBCONTRACTORS AND SUPPLIERS

H.9.1 Claims and Encumbrances

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefore by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.9.2 Approval of Subcontractors

(a) Review and approval. The Government reserves the right to review proposed subcontractors for a period of five (5) calendar days before providing notice of consent or rejection of any or all subcontractors.

(b) Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.10 CONSTRUCTION PERSONNEL

H.10.1 Removal of Personnel

The Contractor shall:

- (a) Maintain discipline at the site and at all times;
- (b) Take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and

(c) Take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer determines:

- (a) incompetent,
- (b) careless,
- (c) insubordinate or
- (d) otherwise objectionable, or
- (e) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.10.2 Notice to the Government of Labor Disputes

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

H.10.3 Construction Personnel Security

After award of the contract, the Contractor has ten (10) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct security checks. It is anticipated that security checks will take **15 to 20** days to perform. For each individual the list shall include:

- (a) Full Name
- (b) Place and Date of Birth
- (c) Current Address
- (d) Identification number

Contractor shall submit approved Security Form duly filled with required information. The security form shall be provided by FMS GTMs

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

H.11 MATERIALS AND EQUIPMENT

H.11.1 Selection and Approval of Materials

- (a) Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

- (b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:
 - (1) the names of the manufacturer;
 - (2) model number;
 - (3) source of procurement of each such product, material or equipment; and
 - (4) other pertinent information concerning the:
 - (i) nature,
 - (ii) appearance,
 - (iii) dimensions,
 - (iv) performance,
 - (v) capacity, and
 - (vi) rating;unless otherwise required by the Contracting Officer.

The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

H.11.2 Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

H.11.3 Basis of Contract Price

The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.11.4 Substitutions

(a) Prior approval required. Before substitutions

(1) proposed by the Contractor but not yet approved at the contract award, or

(2) proposed by the Contractor after execution of the contract

may be used in the project, the Contractor must obtain approval in writing from the Contracting Officer. Any substitution request shall be timely and accompanied by sufficient information to permit the Government to evaluate its acceptability. The date shall provide reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. If the Contracting Officer determines the substitute items is not in the best interests of the Government, the Contractor shall obtain the items originally specified with no adjustment in the contract price or completion date.

(b) Approval Through Shop Drawings. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.

(c) Final Approval on Delivery. Acceptance or approval of proposed substitutions under the contract is conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.11.5 "Or-Equal Clause"

References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

H.11.6 Use and Testing of Samples

(a) Use. Approved samples not destroyed in testing will be sent to the Contracting Officer. Those samples that are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

(b) Failure of Samples. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

(c) Taking and testing of samples. Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for additional testing by the Government outside of those required by the contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non conforming materials or equipment with an appropriate adjustment of the contract price as determined by the Contracting Officer.

(d) Cost of additional testing by the Government. Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples that do not meet contract required will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.12 SPECIAL WARRANTIES

H.12.1 Special Warranty Obligations

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, 52.246-21, "Warranty of Construction", insofar as they do not conflict with the provisions of such special warranties.

H.12.2 Warranty Information

The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.13 EQUITABLE ADJUSTMENTS

H.13.1 Basis for Equitable Adjustments

If an act occurs, that causes a change within the meaning of paragraph (a) of the "Changes" clause, the Contractor shall give the Contracting Officer prompt written notice (within 20 days) stating:

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment, and

(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

H.13.2 Differing Site Condition Notice

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence in accordance with additional information provided in FAR 52.236-4, Differing Site Condition.

H.13.3 Documentation of Proposals for Equitable Adjustments

(a) Itemization of proposals and requests. Any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in at least the detail required by the Contracting Officer, and shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) Proposed time adjustments. The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable), and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.

(c) Release by Contractor. The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon the issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.14 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause.

SECTION I - CONTRACT CLAUSES

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

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER
SUBCONTRACT AWARDS (JULY 2013)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION
REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
- 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT
1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR
PRICING DATA – MODIFICATIONS (AUG 2011)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA –
MODIFICATIONS (OCT 2010)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR PRICING
DATA OR INFORMATION OTHER THAN COST OR PRICING
DATA- MODIFICATIONS (OCT 2010)
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUNE 2013), *Alt. (FEB 1997)*
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND
REMEDIES (JAN 2014)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE
DRIVING (AUG 2011)
- 52.225-5 TRADE AGREEMENTS (NOV 2013)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND
TRANSLATION OF CONTRACT (FEB 2000)

- 52.228-3 **WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)**
- 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (JAN 2012)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JULY 2013)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER– SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014), *Alternate I (DEC 1991)*
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES,
EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB
1997)
- 52.242-13 BANKRUPTCY (JULY 1995)
- 52.243-4 CHANGES (JUNE 2007)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.244-6 SUBCONTRACTOR AND COMMERCIAL ITEMS (JULY 2014)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.245-9 USE & CHARGES (APR 2012)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)
- 52.248-3 VALUE ENGINEERING - CONSTRUCTION (OCT 2010)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(FIXED-PRICE) (APR 2012); *Alternate I* (SEPT 1996)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

I.2 FAR FULL TEXT CLAUSES

- 52.216-18 ORDERING (OCT 1995)

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

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less Rs.6,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of **Rs.1,000,000**

(2) Any order for a combination of items in excess of **Rs.2,000,000**; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

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 two years.

I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) FULL TEXT CLAUSES (48 CFR CHAPTER 6):

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)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

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

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

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

(End of clause)

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979,
as amended (AUG 1999)

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

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

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

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

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

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

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

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

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

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

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

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

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

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

(End of clause)

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

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

(End of clause)

652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately

dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) *Subcontracts.* The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the Contractor shall:

(1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

I.15 652.237-72 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

*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.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

(End of clause)

652.243-70 NOTICES (AUG 1999)

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

(End of clause)

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

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- | | |
|-----------|---|
| Exhibit 1 | Sample Task Order Form |
| Exhibit 2 | Technical Specifications and Checklists |
| Exhibit 3 | Contractor Furnished Property |
| Exhibit 4 | List of approved makes/brands |

**EXHIBIT 1
Sample Task Order Form**

 <p>U.S. Department of State 1. PURCHASE ORDER, RECEIVING REPORT AND VOUCHER</p>		PURCHASE ORDER NO.		DATE (<i>mm-dd-yyyy</i>)							
PURCHASER: THE UNITED STATES GOVERNMENT, DR. - THIS DOCUMENT PREPARED AT		DS-2092		D.O. VOU. NO.							
VENDOR:		CONTRACT NO.		BU. VOU. NO.							
		DATE		PAID BY							
		ACCOUNT									
ORDER IS HEREBY PLACED WITH THE ABOVE-NAMED VENDOR FOR THE ARTICLES DESCRIBED BELOW, TO BE FURNISHED TO -											
ITEM NO.	ARTICLES OR SERVICES	QUANTITY	UNIT PRICE		AMOUNT						
	ii.		COST	PER							
SIGNATURE OF ORDERING OFFICER		TITLE		TOTAL AMOUNT							
I CERTIFY THAT THE ORDERED ITEMS LISTED WERE RECEIVED ON _____ (DATE) EXCEPT AS FOLLOWS _____ Signature of Receiving Officer		AVAILABILITY OF FUNDS <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"> PAYMENT COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> </td> <td style="width: 40%;"> AMOUNT BILLED, AS PER ATTACHED BILL (S)... DIFFERENCES </td> <td style="width: 30%;"></td> </tr> <tr> <td colspan="2" style="text-align: right;">AMOUNT VERIFIED CORRECT FOR...</td> <td></td> </tr> </table>				PAYMENT COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>	AMOUNT BILLED, AS PER ATTACHED BILL (S)... DIFFERENCES		AMOUNT VERIFIED CORRECT FOR...		
PAYMENT COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>	AMOUNT BILLED, AS PER ATTACHED BILL (S)... DIFFERENCES										
AMOUNT VERIFIED CORRECT FOR...											
APPROVED FOR		PURSUANT TO AUTHORITY VESTED IN ME, I CERTIFY THAT THIS VOUCHER IS CORRECT AND PROPER FOR PAYMENT _____ Date (<i>mm-dd-yyyy</i>) Authorized Certifying Officer Title									
EXCHANGE RATE TO \$1.00											
ACCOUNTING CLASSIFICATION											
CHECK NO. _____ DATED (<i>mm-dd-yyyy</i>) _____ FOR \$ _____ ON TREASURER OF U.S. CHECK NO. _____ DATED (<i>mm-dd-yyyy</i>) _____ FOR \$ _____ ON _____ CASH _____ ON (<i>mm-dd-yyyy</i>) _____				PAYEE (SIGNATURE AND TITLE)							

DS-2076 [Formerly OF 206]
03-2001

ORIGINAL - D.O. VOUCHER

EXHIBIT 2

TECHNICAL SPECIFICATIONS AND CHECKLISTS

Exterior Painting Check List

Item	Completed	Notes

Cleaning Services Check List

Item	Completed	Notes

EXHIBIT 3

CONTRACTOR FURNISHED PROPERTY

The Contractor shall provide all facilities, equipment, materials, parts, supplies, administrative items, and tools to perform the requirements of this contract.

- (a) Materials.
 - (1) In an attempt to standardize U.S. Government facilities, the Embassy has approved the use of certain standard materials (see Exhibit 4). These standard materials are best quality products, cost effective and approved by the Bureau of Indian Standards. The contractor shall use these materials only, or equivalent as approved by the Contracting Officer or the COR. In case of equivalent materials, the technical specifications should be similar to the items listed in Exhibit 4. Refer to Section H.13.1 on selection and approval of items equivalent to the following makes/brands.
 - (2) Items of equipment necessary to perform the work required or ordered under this contract shall be furnished, maintained and operated by the Contractor.
 - (3) The Contractor shall be required to provide disposal facilities including transportation of all garbage and other debris generated by his work to a licensed landfill site or waste transfer station.

Exhibit 4
List of Approved Makes/Brands

Refer to Section H.13.1 on selection and approval of items equivalent to the following makes/brands.

PAINTING

Location	Paint detail Design/Manufacturing	Paint Design/Manufacturing	Product No.	Finish Coat Product Type
Perimeter wall at Chancery Compound	Two coats of ACE exterior paint	Asian Paints or equivalent	0051	Exterior emulsion
Perimeter wall at Enclave Compound	Two coats of ACE exterior paint	Asian Paints or equivalent	0051	Exterior emulsion
Metal railing above perimeter wall	Two coats of enamel paint	Asian Paints or equivalent	0074	
Office building Façade at Enclave Compound.	Two coats of ACE exterior paint	Asian Paints or equivalent	0051	Exterior emulsion
Metal fence, stair, gates, doors	AP PU Palette OR ICI PU Vector	Asian Paint Or ICI Or equivalent	153501-72	Matt Fainish
Enclave Apartment and B.D. Road Apartments exterior front as well rear side along apartment boundary wall	Two coats of ACE exterior paint	Asian Paints or equivalent	0051	Exterior emulsion
GO owned residence main building, servant quarter block, complete with boundary wall.	Two coats of ACE exterior paint	Asian Paints or equivalent	0051	Exterior emulsion
Overhang, awning, pump room roof, store room roof	Two coats of elastomeric waterproof paint	Synroof or equivalent		Matt Finish
Overhang, pump room roof, store room roof	Two coats of aluminum paint Super Silver Shield	STP Makes or equivalent	---	Matt/Gloss finish
Enclave Metal Trellis	AP PU Palette OR ICI PU Vector	Asian Paint Or ICI Or equivalent	153501-72	Matt Finish
Ball Field Fence	AP PU Palette OR ICI PU Vector	Asian Paint Or ICI Or equivalent	153501-72	Matt Fainish
Traffic Line painting	Road Marking Golden Yellow	Shalimar Paint or equivalent		Semi-gloss
Wooden Doors/windows	Two coats of enamel paint	Asian Paints or equivalent	0074	Semi -gloss
Metal Gates, Pump room doors, steel decking and canopies	Two coats of enamel paint	Asian Paints or equivalent	0074	Semi-gloss

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

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

(a) The offeror certifies that -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 98)

(a) Definitions

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

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other

returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) Taxpayer Identification Number (TIN)

TIN:	
	TIN has been applied for
	TIN is not required because:
	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
	Offeror is an agency or instrumentality of a foreign government
	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

	Sole Proprietorship
	Partnership
	Corporate Entity (not tax exempt)
	Corporate Entity (tax exempt)
	Government entity (Federal, State or local)
	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

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

(End of provision)

K.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

As prescribed in 4.1202, insert the following provision:

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238990**.

(2) The small business size standard is **\$14.0 million dollars**.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

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

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

[Contracting Officer check as appropriate.]

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

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

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

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

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

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

(B) Have *o* have not *o*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

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

(D) Have *o*, have not *o*, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(2) *Examples.*

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien

filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

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

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

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

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

(End of provision)

K.6 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) Definitions. As used in this clause—

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States);
or
- (2) Outside the United States.

K.7 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone No.: _____

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

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

(b) The Contracting Officer has determined that for performance in the country of [*Contracting Officer insert country of performance and check the appropriate block below*] –

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

Workers' compensation laws do not exist that will cover local nationals and third country nationals.

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

(d) RESERVED

K. 10 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under Section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in Section 4(9) of such Act.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

K.11. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (MAY 2011)

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

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

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

(1) It is not an inverted domestic corporation; and

(2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR or you may use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.209-7	INFORMATION REGARDING RESPONSIBILITY (FEB 2012)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS*—COMPETITIVE ACQUISITION (JAN 2004)
52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTION (OCT 1997)

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

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-delivery indefinite-quantity contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed

with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
The Contracting Officer
American Embassy, New Delhi
Gate 'C', Chandragupta Marg, Chanakyapuri
New Delhi 110021, India

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

L.3 QUALIFICATIONS OF OFFERORS

Instructions to Offeror. Each offer must consist of the following:

1. List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in India then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

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

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
4. The offeror's strategic plan for above mentioned services to include but not limited to:

- (a) A work plan taking into account all work elements in Section B.
- (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
- (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
- (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

L.4 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Offerors shall report any ambiguity in the solicitation, including specifications and contract drawings immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely upon written interpretations by the Contracting Officer.

L.5 SUBMISSION OF OFFERS

L.5.1 General

This solicitation is for the painting services described in Section C.

L.5.2 Summary of Instructions

Each offer must consist of the following physically separate volumes:

[Note to Contracting Officer: insert in number of copies.]

<u>VOLUME</u>	<u>TITLE</u>	<u>NUMBER OF COPIES*</u>
1	<u>Executed Standard Form 1442, “Solicitation, Offer and Award (Construction, Alteration or Repair),” and completed Section K – Representations, Certifications and Other Statements of Offerors</u>	1
2	Price Proposal and completed Section B – Supplies or Services and Prices/Costs	1
3	Business Management/Technical Proposal	1

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

Submit the complete offer at Newdelhibids@state.gov

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

L.5.3 Detailed Instructions

L.5.3.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

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

L.5.3.3 Volume III: Business Management/Technical Proposal

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

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers

- of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Percent turnover of contract key technical personnel per year; and
- (10) Any terminations (partial or complete) and the reason (convenience or default).

L.6 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) An organized site visit has been schedule for December 18, 2014 at 1100 hours at Gate # 'C', Chandragupta Marg, New Delhi, India.

(c) Participants will meet at Gate 'C' at 1045 hours on December 18, 2014.

L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation.

If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested, and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes.

Interested parties are invited to contact the contracting activity ombudsman, **the Embassy Management Counselor** at telephone number 91-11-24198500 and fax number 91-11-24190073. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman.

Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510.

(End of provision)

L.8 PRE-PROPOSAL CONFERENCE

L.8.1 A pre-proposal conference to discuss the requirements of this solicitation will be held on December 18, 2014 at 1100 hours at the *American Embassy, Gate 'C', Chandragupta Marg, New Delhi, India*. Offerors interested in attendance should contact the following individual:

Jaya Vedi	Vedij@state.gov
NAME	E-MAIL ADDRESS

L.8.2 Offerors are urged to submit written questions at least three days before the scheduled pre-proposal conference date, using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

L.8.3 Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered at that conference.

L.8.4 The Government's statements at the pre-proposal conference shall not be considered to be a change to the solicitation unless a written amendment is issued.

L.8.5 Following the conference, all prospective offerors who received a copy of the solicitation will be provided a copy of all questions presented in writing prior to the conference, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued.

L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: **\$105,000 to \$120,000 during all two years.**

L.9 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past **three** years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

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

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared following Section L and must meet all the requirements in the other sections of this solicitation.

M.1.2. BASIS FOR AWARD

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

(a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing a significant amount of the required.

(b) Technical Acceptability

After the initial evaluation, the Government will review the remaining proposals to determine technical acceptability. Technical acceptability will include a review of the Proposed Work Information described in Section L to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. The Government may also contact references provided as part of the Experience and Past Performance information described in Section L to verify quality of past performance. The Government shall also review the bar chart submitted to review the sequence of work and to ensure that performance would be completed on time. The end result of this review will be a determination of technical acceptability or unacceptability.

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

- (1) Adequate financial resources or the ability to obtain them;
- (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) Satisfactory record of integrity and business ethics;
- (4) Necessary organization, experience, and skills or the ability to obtain them;
- (5) Necessary equipment and facilities or the ability to obtain them; and

(6) Otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

M.2 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS
(FEB 2000) - RESERVED

(End of provision)

M.3 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.