

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	S-IZ250-12-R-0012	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	May 17, 2012	1 of 92

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. PR1759325	6. PROJECT NO.
7. ISSUED BY American Consulate General Ankawa Compound Erbil, Iraq	CODE	8. ADDRESS OFFER TO ErbilProBid@state.gov
9. FOR INFORMATION CALL: →	A. NAME Ramzi ALI	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> alirg@state.gov

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):*

Repair and clean 144 unoccupied Wet CHU units for living spaces at Erbil Diplomatic Support Center (EDSC). Each CHU is approximately 10ft wide by 30 ft long and contains two living rooms and a shared bathroom.

- A. SF-1442, Solicitation, Offer and Award
- B. Supplies or Services and Prices/Costs
- C. Description/Specifications/Work Statement
- D. Packaging And Marking
- E. Inspection and Acceptance
- F. Deliveries/Performance
- G. Contract Administration Data
- H. Special Contract Requirements
- I. Contract Clauses
- J. List of Documents, Exhibits and other attachments
- K. Representations , Certifications and other statement of Offerors
- L. Instructions, Conditions and Notice to Offerors
- M. Evaluation Factors for Award.

11. The Contractor shall begin performance within 5 calendar days and complete it within 75 calendar days after receiving
 award, notice to proceed. This performance period is mandatory, negotiable. *(See _____.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)
 YES NO

12B. CALENDAR DAYS
10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by **12:00 noon on June 20, 2012** local time . 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.

An offer guarantee is, is not required.

All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by referenced. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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.)



A AMOUNTS

1818. 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

A AMENDMENT NO.										
DADATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20 B. SIGNATURE	20 C. OFFER DATE
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AWARD (To be completed by Government)

21.21. ITEMS ACCEPTED:

22.22. AMOUNT	23.23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM ➔	25.25. 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)()
5.26. ADMINISTERED BY	CODE	27.27. PAYMENT WILL BE MADE BY U.S. Embassy Baghdad

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>one</u> 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)	3131.A. 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 all make-ready services for residences for U.S. Erbil, Diplomatic Support Center, Erbil Iraq as described in Sections B and C of this contract, and the exhibits in Section J.

B.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity type contract for make-ready consisting of minor repairs and clean-up of the 144 each Containerized Housing Units located in Pods No. 103, 104, 110, 111, 116 and 117 at EDSC. The contractor shall furnish services according to task orders issued by the Contracting Officer. Oral task orders maybe necessary for emergencies, however, they shall be issued in writing within three days after issuance of the oral instructions. The task orders shall specify the location and type of work requested (see Section B.4 and the example in Section J, Exhibit 2).

The contract will be for a period of 75 days from receipt of Notice to Proceed. The U.S. Government guarantees a minimum order of USD 300.00 worth of services. The maximum amount of services ordered under each year of the contract will not exceed **USD 250,000.00** worth of services.

B.3 PRICES/COSTS

The prices will include all work, including furnishing all labor, materials, equipment (see Section J, Exhibit 5, Government Furnished Property, and Exhibit 7, Contractor Furnished Property), and services, unless otherwise specified in section B.4.4. The prices listed below shall include all labor, materials, recruitment and similar fees, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit.

B.3.1 CURRENCY

All prices shall be in **US Dollars**.

B.3.2 PRICES

Clin #	Description of Services	Unit Measure	Est Quantity of CHUs	Unit Price	Total
1	Clean CHU Interior (144 CHUs, 288 rooms)	ea	144		
2	Remove and Clean CHU Furniture and equipment. Typical furniture and equipment includes but is not limited to : beds, shelves, desks, mirrors, refrigerators, toilets, showers etc. Return items to room (144 CHUs, 288 rooms). There will be no adjustment in the price due to lesser quantity or greater quantity.	ea	144		
3	Remove Surplus GFE Material from CHUs, including plywood covering windows and AC openings, wood blocking, misc. debris and broken furniture. Contractor shall also return usable furniture to CHU, relocate wood pieces onsite, and dispose all existing and work debris and broken furniture offsite.	ea	144		
4	Repair Ceiling Damage	m.l	9		
5	Repair Wall Damage	sqm	10		
6	Repair Exterior Patchwork	sqm	49		
7	Close Exterior Holes and Gaps	ea	31		
8	Replace all Exterior Door Locks	ea	288		
9	Repair or Replace Broken Windows	ea	41		
10	Replace Missing Windows	ea	12		
11	Replace Window Screens	ea	95		
12	Replace Interior Locks	ea	17		
13	Repair Bent Metal at Door Frame	ea	39		
14	Align Door, install door sweep/weather-strip	ea	116		
15	Repair or Replace Door Trim	ea	15		
16	Replace and install Missing Doors	ea	1		
17	Replace and install Door Chain with equal	ea	1		
18	Repair Exterior Door	ea	1		
19	Repair Floor Blemishes	ea	36		
20	Repair Wall Scratches/Holes	ea	82		
21	Replace Broken Mirrors	ea	44		
22	Provide and install missing or broken Toilet Accessories (soap dish, toothbrush holder, shower drain, etc)	ea	89		

23	Provide and Install New Shower Rod (may use PVC plastic pipe similar to existing locations)	ea	107		
24	Provide and Install New Blinds	ea	288		
25	Purchase and Install new shower curtains	ea	144		
26	Provide and Install New Toilets and Connections, and dispose of existing off-site	ea	144		
27	Install New Sinks and Associated Plumbing	ea	16		
28	Install faucet and associated plumbing (sink exists)	ea	35		
29	Replace A/C Units with GFE Units, or clean/reuse existing AC units. Seal Openings.	ea	288		
30	Provide and Install New Shower Head Assembly and related plumbing	ea	116		
31	Install insulation at exterior water lines	M.L	144		
32	Repair Holes in Shower Floor	ea	13		
33	Replace Exhaust Fan and/or cover	ea	45		
34	Provide and Install New Light Bulbs - 60 Watts	ea	1296		
35	Provide and Install New Interior Light Fixture	ea	309		
36	Replace light switches, sockets, cover plates	ea	20		
37	Install Electrical Blanks/Missing Circuit Breakers	ea	80		
			Total		

Total of all line-item prices: _____

DBA Insurance _____

Grand Total _____

B.3.3 Defense Base Act (DBA) insurance

DBA insurance (this is an estimate –the contractor will be reimbursed for actual expenses upon presentation of invoice from Ratherford International). See Exhibit #3.

DEFENSE BASE ACT INSURANCE - The hourly rates and prices in the contract shall not include Defense Base Act (DBA) Insurance. The Government will reimburse the Contractor directly for DBA Insurance that is required and obtained in accordance with Section I, DOSAR 652.228-71, "Worker's Compensation Insurance (Defense Base Act) – Services" and FAR 52.228-3, "Worker's Compensation Insurance (Defense Base Act)".

When the contract is awarded, the Contractor shall contact the Contracting Officer and request the name of the insurance broker under contract to the Department of State. After paying the DBA insurance premium, the Contractor shall submit the certification of coverage from the carrier and a voucher for payment to the Contracting Officer. A paid invoice must support the voucher. The Contractor shall submit the certification to the Contracting Officer before the Notice to Proceed (see Section F).

The cost of DBA insurance is paid on an annual basis. The period of performance of this contract may be extended beyond one year. If so, the Contractor shall contact the Contracting Officer, request the new rates, and be reimbursed by the Government for the actual, documented DBA insurance costs.

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 make-ready services on an as-needed basis. See the sample task order at Section J, Exhibit 2. 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 is OBO Representative at EDSC

B.4.4 COMPLETION DATE - The contractor shall complete all services on individual housing units within forty five (45) days of receipt of a 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.

The completion date is fixed and may be extended only by a written modification signed by the Contracting Officer.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

C.1.1 GENERAL - The U.S. Consulate General in Erbil Iraq requires a make-ready service contractor to perform task orders on the US Government owned Wet Containerized Housing Units at the Erbil Diplomatic Service Center. The contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required.

C.1.2 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.

The designated representative shall be located on site in an office designated by the Contracting Officer during normal working hours (see Section F.8) and shall have supervision as its sole function during the times while on duty. The contractor's employees shall be on site only for contractual duties and not for any other business or purposes.

C.1.2. PERSONNEL - The contractor shall be responsible for providing qualified technicians for each trade with relevant experience to perform make-ready services for task orders issued under this contract. Helper positions do not need to meet the experience requirement.

C.1.3 DEFINITIONS (see also FAR clause 52.202-1, Alt. 1 [April 1994], cited in I.1)

CHU – Containerized Housing Unit (1 CHU consists of 2 separate bedrooms divided by 1 shared bathroom).

CHU Pod – group of Containerized Housing Units (24 CHUs per wet pod)

Dry CHU – Containerized Housing Unit without water connection

HVAC - Heating Ventilation and Air Conditioning.

Make-ready Services – Preparation of CHU for occupancy, including all items in this contract.

Wet CHU – Containerized Housing Unit with water connection

C.2 STANDARDS

Repair and clean up to one hundred and forty-four (144) unoccupied Wet Containerized Housing Units (Wet CHUs) for living spaces. Each CHU is approximately 10ft wide by 30ft long and contains two living rooms and a shared bathroom.

a. All construction work will be in conformance with the following Codes:

1) International Building Code, 2003 Edition

- 2) International Plumbing Code, 2003 Edition
- 3) International Mechanical Code, 2003 Edition
- 4) International Fire Code, 2003 Edition
- 5) National Electric Code, 2009 Edition
- 6) National Fire Protection Association, NFPA 101 & NFPA 58
- 7) [ICC/ANSI A117.1-98](#) Accessible and Usable Buildings and Facilities

Should there be a discrepancy between the contract Specifications and the applicable Building Code, the more stringent of the two shall govern. The Contractor is responsible for compliance with all Building Codes; Work not in compliance with the Codes shall be deemed to be unacceptable.

C.2.1 CARPENTRY SERVICES

C.2.1.1 Carpentry Exterior

C.2.1.1.1 Doors

Contractor shall repair and align exterior doors and frames as needed on CHUs. Replace door if required. Repair or adjust door strike as required to ensure door fully closes and latches. Provide chain check with spring, similar to existing where necessary. Provide door sweep and/or weather-strip as required.

C.2.1.1.2 Door Hardware

Contractor shall provide and install new locking doorknobs utilizing US standard keys (3-keys minimum per door, 2-doors per CHU.) NOTE: All doorknobs will be of the same model. Where the door is damaged to preclude proper solid installation of the door hardware without visible holes, contractor shall repair the door to receive the hardware.

Contractor shall label each key set in a permanent manner (key tags) with the respective pod number and room number. For each CHU pod, contractor shall organize keys into minimum three sets, arranged chronologically, and provide to the Contracting Officer.

- a. Same or equal to: Tenyale Cylindrical Door Lock, Entrance Set, with key locking outside, button locking inside. Solid Brass Construction. Adjustable latch 60 mm (2-3/8") to 70mm (2-3-4"). Fits door 32mm (1-1/4") to 51mm (2") thick.

C.2.1.1. 2 Windows

As required, contractor shall repair window hardware and screens or replace windows and screens in its entirety.

- a. Replacement screens shall be equal or better in quality to original screens.
- b. Replacement windows shall be equal or better in quality to original windows. PVC framed windows are acceptable, but must be submitted for approval prior to the COR.

C.2.1.2 Carpentry Interior**C.2.1.2.1 Doors**

Contractor shall insure each door closes and latches entering and exiting the common bathroom of each CHU (2-doors per CHU) and exterior doors (2-doors per CHU).

Contractor shall repair or replace door and door hardware as required, with equal or better to existing product. The new door shall be approved by COR.

C.2.1.2.2 Shower Curtains

Contractor shall provide and install new shower curtains, including hooks and at each CHU bathroom. Contractor shall install shower rods as required. Shower rods may be made from PVC pipe, similar in diameter and thickness to existing shower rods in other CHUs.

C.2.1.2.3 Blinds

Contractor shall provide and install new horizontal aluminum mini-blinds in each room as needed (2 per CHU).

Blinds are to be equal or better to type installed at the other wet CHU pods in use at EDSC.

C.2.2. MECHANICAL - HVAC

Contractor shall install window type heating and air conditioning units in each room. Contractor shall provide and install proper caulking at the interior and exterior of each unit to ensure weather tight enclosure; units are Government Furnished Equipment (GFE) as specified under Section J, Exhibit #5. AC units may either be new or used. If used, contractor shall be responsible for testing, cleaning and minor repairs before installation. The GFE AC units shall be provided without a plug installed on the electrical connection (pigtail). Contractor shall provide and install local standard plug connection and change the existing receptacle to match this plug. The contractor shall provide and install AC power cord plugs and match receptacles.

C.2.3 PLUMBING SERVICES

Contractor shall inspect water system in each CHU for leaks and advise the construction manager of findings providing a detailed list describing findings.

C.2.3.1 Exterior:**C.2.3.1.1 Pipe Insulation**

Contractor shall provide and install insulation on exposed domestic waterlines beneath each CHU. This includes both a horizontal pipe running lengthwise below the water heater and horizontal piping beneath the CHU running from the water heater to the toilet area. Insulation shall be moisture resistant, suitable for outdoor pipe application, and must be approved by COR prior to procurement and installation.

C.2.3.2 Interior:

C.2.3.2.1 Toilets and accessories

Contractor shall remove existing toilets, provide and install new toilets in each bathroom (1 per CHU), complete with new flush mechanism, wax ring seals, toilet seat, and hoses. Toilets shall be re-inspected one day and 14 days after installation to ensure no leaks.

C.2.3.2.2 Toilet

1. Same or equal to: Kalevit Sanitary Ceramics Ind. Inc., Model: "Troy" 711-05400, Color: White (Similar to the existing toilet but the flush mechanism will be top mounted).
2. Optional Middle East-style wash accessories are not to be installed.
3. Contractor should note location of existing water fill valve (located to the right of existing toilet)
 - a. Flush mechanism (3) year guarantee.
 - b. Toilet Seat: original or approved equal by COR

C.2.3.2.3 Showerheads

Contractor shall retrofit and provide and install new shower fixtures, (faucet, showerheads, towel holder and related plumbing) in each bathroom as required.

- a. Manufacturer: Original hose-type or approved equal by COR
- b. Shower hose is to be connected to a faucet such that hot and cold water can flow through either the shower head or the faucet. Faucet, showerhead, and materials to be approved by COR prior to procurement and installation.

C.2.3.2.4 Shower Floors

Damaged shower drain covers shall be replaced. Small cracks or holes in shower floors shall be repaired using an epoxy resin, or other method as approved by COR.

C.2.3.2.4 Sink

Contractor shall provide and install new sinks in each room as required.

- a. Sink shall be self rimming plastic or ceramic and sized to fit existing location. Alternatively, contractor may elect to install new vanity with new sink.
- b. Sink installation includes all associated plumbing, faucets, and fixtures.
- c. COR approval of sink and materials is required prior to procurement and installation.

C.2.3.2.4 Sink Faucets

Contractor shall provide and install new sink faucets in each room as required, including faucet, hoses, valves, or combination of all three, for a fully functioning system.

- a. New faucets shall be equal or better to existing and approved by COR.

C.2.4 ELECTRICAL SERVICES**C.2.4.1 Electrical Exterior:****C.2.4.1.1 Light Fixture**

Contractor shall provide and install new waterproof exterior light fixture as needed. New fixtures shall be equal or better to previously existing, approved by COR.

Light Bulb

Contractor shall install new 60-watt light bulbs.

C.2.4.2 Electrical Interior:

C.2.4.2.1 Light Fixture

Contractor shall install new interior light fixtures as needed replace with equal or better to previously existing, approved by COR.

Replacement fluorescent fixtures shall be solidly constructed and have electronic ballasts. Light fixtures are to be submitted and approved by COR prior to procurement and installation.

C.2.4.2.2 Light Bulb

Contractor shall install new 60-watt light bulbs (or 4-foot fluorescent bulb).

C.2.4.2.3 Exhaust Fans

Contractor shall provide and install new exhaust fans in each CHU as required, same size as the existing.

As needed, repair or replace exterior metal cover and interior safety cover, similar to existing.

C.2.4.2.4 Switches, Sockets, Coverplates

Contractor shall provide and install new electrical switches, wall sockets, and coverplates in each room as required, same size and make as the previously existing. COR to approve samples prior to installation.

C.2.4.2.5 Electrical Panels

Contractor is to install new circuit breakers, including ground fault current interrupted breakers, missing electrical panel screws, and blank-off plates as needed, same size and make as the previously existing. Electrical panels and circuit breakers are US-type. COR to approve samples prior to installation. Work to be performed by qualified electrician in accordance with applicable codes.

C.2.5 ARCHITECTURAL – FINISHES

Contractor shall repair interior walls, ceilings and floors as needed. Painting and floor patches shall match existing floor and wall color.

C.2.5.1 Floor Patches

For torn areas of floor, contractor shall install patch of material similar to existing floor vinyl.

C.2.5.2 Exterior

Exterior metal and wood patchwork (to cover holes or imperfections) shall be performed by contractor as required. All metal patches shall be caulked with silicon caulking on all four sides before fastening with screws.

C.2.5.3 Mirrors

Contractor shall provide and install new mirrors as required, equal or better to existing.

C.2.6 CLEANING SERVICES

Contractor shall completely clean each CHU's interior "such as windows (interior and exterior surfaces), floor, ceiling, bathrooms, showers, furniture, light fixtures, etc." All cleaning materials must be approved by COR and the contractor must supply the MSDS sheet for each.

Contractor shall remove surplus GFE Material from CHUs, including plywood covering windows and AC openings, wood blocking, misc. debris and broken furniture. Contractor shall also clean and return usable furniture to CHU, relocate wood pieces onsite, the items should be offsite in an eco friendly manner.

Cleaning shall be performed in 3 phases as described here:

- 1st Clean shall be performed shortly after mobilization and removal of GFE furniture to allow proper inspection and repair of all surfaces.
- 2nd Clean shall be performed upon completion of all work for inspection by COR.
- 3rd Clean shall include a final wipe-down of all surfaces following inspection by COR and completion of all punch items.

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.4.1. RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (February 28, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plan

a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.

b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.

c. Provide sample recruitment agreement in English.

d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State jobs.

e. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.

f. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.

g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.

h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.

c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/g/tip> or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHOTLINE@STATE.GOV.

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.

g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.

h. The contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

C.5 SUPERINTENDENCE BY CONTRACTOR

The entire operation of the contracted services shall be superintended by the contractor's bilingual English/Kurdish liaison. 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 EDSC listed in Section F.8. The liaison shall also superintend the performance of the contracted services on Fridays, Saturdays, and holidays.

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 shall 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 EDSC, Erbil as follows:

Erbil Diplomatic Support Center
OBOPROJECT
CHU REFURBISHMENT PROJECT

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/search.htm>

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FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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:

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FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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 USD 178.00 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 Period of Performance. The performance period of this contract is from the start date in Notice to Proceed and continuing for 75 days. The period of performance includes any transition period authorized under the contract.

F.3 DELIVERABLES

The contractor shall deliver the following items:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
H.12.2 - Biographies of Personnel	1	5 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
H.7.1 - Waste Disposal Report	1	last day of each month	COR
H.13.1 Material samples of items and provide details of installation Techniques.	1	5 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 5 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 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding on the contractor. The completion date is fixed and may be extended only by a written modification to the task order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (a) extend the completion date or obligate the Government to do so,
- (b) constitute acceptance or approval of any delay, nor
- (c) excuse the contractor from or relieve the contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 NOTICE OF DELAY

The contractor shall notify the Government if the contractor receives a notice of any change in the work, or if any other conditions arise that may cause or are actually causing delays and the contractor believes may result in completion of the project after the completion date. The notification shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The contractor shall give such notice promptly, not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. The contractor shall obtain the approval of the Contracting Officer for any revisions to the approved time schedule.

F.7 NOTICE TO PROCEED

(a) Following receipt from the contractor of acceptable bonds or evidence of insurance within the time specified in Section H of this contract, the Contracting Officer will provide to the contractor a Notice to Proceed. The contractor shall then begin work.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

F.8 WORKING HOURS

The contractor shall perform all work during week days Sunday through Thursday from 8:00 until 17:00 pm except for the holidays identified in Sections I.15. The Contracting Officer may approve other hours. The contractor shall give 24 hours advance notice to the Contracting Officer, who may consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase if initiated by the Contractor.

F.9 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,
- (3) acts of the government of the host country in its sovereign capacity,
- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,
- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the contractor, and the failure to perform furthermore

- (a) must be one that the contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (b) cannot be overcome by reasonable efforts to reschedule the work, and
- (c) directly and materially affects the date of final completion of the project.

F.10 POST AWARD CONFERENCE

The Government will hold a post award conference 5 days after contract award at EDSC, Erbil to discuss the location and pods and CHUs 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 OBO, Manager at EDSC.

G.1.2 Duties

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

G.2 PAYMENT

All invoices shall be sent to the following email address: ErbilProBid@state.gov.

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's requests for payment, which shall be made no more frequently than monthly 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 from the proceeds of the progress or final payment to subcontractors and suppliers following the contractor's contractual arrangements with them.

G.2.4 EVALUATION BY THE CONTRACTING OFFICER

The Contracting Officer shall make a determination as to the amount that is due after an inspection of the work. The Contracting Officer shall advise the contractor if the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5.

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 RECORD KEEPING 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) Contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service, and all information on parts installed for major repairs only.
- (c) Documentation of any complaints from post personnel or unusual incidents that may have taken place during the visit to the site.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF ORAL TASK ORDERS

The Contracting Officer may issue oral task orders, as stated in Section B.4.1. Any oral task orders issued shall be confirmed in writing within three days when the Mission is open for business. U.S. or local holidays observed by the Mission and natural disasters or other emergencies that result in a suspension of normal operations shall not be counted against the three- day period. In all cases, the Contractor must begin work after receipt of an oral order, without waiting for written confirmation.

H.2 ORDERING OFFICIAL

The designated ordering individual for this contract is the Contracting Officer.

H.3 BOND REQUIREMENTS

H.3.1 TYPE OF BONDS

The contractor shall furnish:

(1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or

(2) comparable alternate performance security approved by the Government such as a letter of credit shown in Section J.

H.3.2 TIME FOR SUBMISSION

The contractor shall provide the bonds required by paragraph H.1.1 within ten (10) days after contract award. Failure to submit:

- (1) the required bonds other security acceptable to the Government;
- (2) bonds from an acceptable surety; or
- (3) bonds in the required amount,

may result in rescinding or termination of the contract by the Government.

The contractor shall be liable for costs described in FAR 52.249-10, "Default (Fixed-Price Construction) if the contract is terminated.

H.3.3 COVERAGE

The bonds or alternate performance security shall guarantee:

- (a) the contractor's completion of the work within the contract time,
- (b) the correction of any defects after completion as required by this contract,
- (c) the payment of all wages and other amounts payable by the contractor under its subcontracts or for labor and materials, and
- (d) the satisfaction or removal of any liens or encumbrances placed on the work.

H.3.4 DURATION OF COVERAGE

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. At that time, the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

H.3.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if –

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.4 INSURANCE

H.4.1 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 injury)

(1) Bodily Injury on or off the site stated in US Dollars:

Per Occurrence \$10,000.00

Cumulative \$100,000.00

(2) Property Damage on or off the site in US Dollars:

Per Occurrence \$10,000.00

Cumulative \$100,000.00

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. 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.4.2 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.4.3 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The contractor shall provide evidence of the insurance within ten (10) 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.

H.5 GOVERNING LAW

The laws of the United States shall govern the contract and the interpretation of the contract.

H.6 LANGUAGE PROFICIENCY

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

H.7 LAWS AND REGULATIONS

H.7.1 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 between 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.7.2 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, unless doing so would be inconsistent with the requirements of this contract.

H.7.3 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 required licenses and permits.

H.7.4 EVIDENCE OF COMPLIANCE

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

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 DAMAGE TO PERSONS OR PROPERTY

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

H.8.2 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 that may have been accepted in writing under the contract.

H.9 MAINTENANCE OPERATIONS

H.9.1 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 use only established site entrances and roadways.

H.9.2 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.

The contractor shall perform the work required under this contract without unreasonably interrupting or interfering with the conduct of Government business.

(b) Requests from occupants. The contractor shall refer to the Contracting Officer any request received by the contractor from occupants of existing buildings to change the sequence of work.

(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.10 SAFETY

H.10.1 652.236-70 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.

H.11 SUBCONTRACTORS AND SUPPLIERS

H.11.1 CLAIMS AND ENCUMBRANCES

The contractor shall satisfy all lawful claims of any persons or entities employed by the contractor, including:

- (a) subcontractors,
- (b) material men and laborers,

for all labor performed and materials furnished under this contract, including the applicable warranty or correction period.

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 as a result of nonperformance of any part of this contract.

H.11.2 APPROVAL OF SUBCONTRACTORS

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

(b) Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project 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.12 CONTRACTER PERSONNEL

H.12.1 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.12.2 MAINTENANCE PERSONNEL SECURITY

After award of the contract, the contractor has ten (5) 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 60 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
- (e) Nationality

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.13 MATERIALS AND EQUIPMENT

H.13.1 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. 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.13.2 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 items to the site as soon as practicable. The contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the contractor has custody but that have not been delivered or secured at the site. The contractor shall clearly indicate the use of such items for this U.S. Government project.

H.14 SURPLUS MATERIALS

Any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the contractor, except those items furnished by the Government, whose cost is not included in the contract price.

H.15 SPECIAL WARRANTIES

H.15.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the terms of FAR 52.246-21, "Warranty of Construction," unless they conflict with the terms of such special warranties.

H.15.2 WARRANTY INFORMATION

The contractor shall obtain and furnish to the Government all information that is required to make any subcontractor's, manufacturers, or supplier's guarantee or warranty legally binding and effective. The contractor 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 specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.16 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

The Contracting Officer shall have the right to order the contractor to suspend any or all work under the contract until the contractor has complied or begun complying with the noncompliance notice in a reasonable period of time. The contractor shall not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause. See FAR 52.252-14, Suspension of Work.

H.17 SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT)

In accordance with paragraph (g) of contract clause 52.225-19, Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States, the contractor shall use Synchronized Pre-deployment and Operational Tracker (SPOT). Contractor shall enter before deployment or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure data, for all Contractor personnel that are authorized to support a diplomatic or consular mission outside the United States. Information on how to register in SPOT is available at <http://www.dod.mil/bta/products/spot.html>

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/search.htm>

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FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS (Alternate I MAR 2001)	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES	SEPT
	2006	
	TO THE GOVERNMENT	
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
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I.2 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended

by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.216-18 ORDERING (OCT 1995)

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

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

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

I.4 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than USD 300.00, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The contractor is not obligated to honor--

(1) Any order for a single item in excess of \$200,000.00;

(2) Any order for a combination of items in excess of \$200,000.00; or

(3) A series of orders from the same ordering office within 5 (*five*) 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 (three) 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.

I.5. 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

I.7 RESERVED

(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 75 days.

I.8 652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES. (JUN 2006)

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers compensation laws.

(b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier for covered contractor employees, unless the Contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall

submit a copy of the Department of Labor's approval to the contracting officer upon contract award, if applicable.

(c) The current rate under the Department of State contract is \$5.50 per \$100.00 of employee compensation of compensation for construction.

(d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly.

(f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(g)(1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:

(i) Contract number;

(ii) Name of Contractor;

(iii) Brief description of the services to be provided under the contract and country of performance;

(iv) Name and position title of individual(s);

(v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);

(vi) Dates (or timeframe) of performance at the overseas location; and,

(vii) Evidence of alternative worker's compensation coverage for these employees (e.g., evidence that the State worker's compensation program covers workers on short-term foreign assignments).

(3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

I.9 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION
(OCT 2010)

(a) As used in this clause-Contract-

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-delivery type contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 20 percent of the original contract price.

(2) Payment Bonds (Standard Form 25A) the penal amount of payment bonds shall be 20 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 20% of the increased in contract price.

(i) The Government may secure the additional protection by directing the contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(f) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has furnished labor or material for use in the performance of the contract.

I.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR.
(APR 1984)

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

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.11 652.204-70 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)

I.12 652.243-70 NOTICES (AUG 1999)

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

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

(a) The contractor warrants the following:

(1) That 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.

I.14 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

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

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

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

I.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.

The following local holidays are observed as well:

Prophet's Birthday
 Eid Nawroz
 Labor Day
 Eid Al-Fiter
 Independence Day
 Eid Al Adha
 Islamic New Year
 Ashura

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

I.16 652.225-71 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

(5) 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;

(6) 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,

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

I.17 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD
(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.

I.18 CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

652.228-71 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES. (JUN 2006)

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, “covered contractor employees” includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and

(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers compensation laws.

(b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier for covered contractor employees, unless the Contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award, if applicable.

(c) The current rate under the Department of State contract is \$5.50 per \$100.00 of employee compensation of compensation for construction.

(d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly.

(f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(g)(1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:

(i) Contract number;

(ii) Name of Contractor;

(iii) Brief description of the services to be provided under the contract and country of performance;

(iv) Name and position title of individual(s);

(v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);

(vi) Dates (or timeframe) of performance at the overseas location; and,

(vii) Evidence of alternative worker's compensation coverage for these employees (e.g., evidence that the State worker's compensation program covers workers on short-term foreign assignments).

(3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

**I.19 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS
WITHIN THE UNITED STATES (JUL 1988)**

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

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

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER
ATTACHMENTS**

Exhibit 1	List of Currently Held Containerized Housing Units
Exhibit 2	Sample Task Order Form
Exhibit 3	DBA Insurance Information
Exhibit 4	Technical Specifications and Checklists
Exhibit 5	Government Furnished Property
Exhibit 6	Sample Monthly Report Form
Exhibit 7	Contractor Furnished Property
Exhibit 8	Sample Bank Letter of Guaranty
Exhibit 9	Recruitment Plan (if applicable, attached after award)
Exhibit 10	Housing Plan (if applicable, attached after award)

Exhibit 1
List of Currently Held Residential Properties

Pods: 103, 104, 110, 111,116, 117 containing 144 Wet CHUs.

Exhibit 2
Sample Task Order Form

Task Order # _____ Approval: _____ Page 1 of _____

Requestor: _____ Telephone #: _____ Priority _____

Property # _____ Equipment: _____ Requested Date: _____
Due: _____

Unit: _____ Shop: _____

Task #	Description

Approved: _____ Reviewed by: _____ Printed by: _____

COR Signature : _____

Comments: _____

Materials used (use other side as needed): _____

EXHIBIT 3

Defense Base Act Insurance Rates & Contract Information**Contract Information**

Contract number: S-AQMMA-08-C-0204
 Contractor: Continental Insurance Company

Contact Information

Agent: Rutherford International
 5500 Cherokee Avenue, Suite 300
 Alexandria, VA 22312

Primary Contact: Delia Shontere
 Phone: (800) 274-0268 or (703) 813-6507
 FAX: (703)354-0370
 E-mail: delia.shontere@rutherford.com
 Secondary Contact: Sara Payne
 Phone: (703) 813-6503
 E-mail: sara.payne@rutherford.com

Rates July 22, 2011 through July 21, 2012:

Description	Rate
Services	\$4.00 per \$100 of employee compensation
Construction	\$5.50 per \$100 of employee compensation
Security Contractor/Guards without Aviation Exposure within Global War on Terrorism designated areas (currently designated areas are Iraq and Afghanistan)	\$10.50 per \$100 of employee compensation
Aviation Related Services with Aviation Exposure within Global War on Terrorism designated areas (currently designated areas are Iraq and Afghanistan)	\$20.00 per \$100 of employee compensation

For the purposes of this contract, employee remuneration is defined as salary plus post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances.

Please note if a contractor is self-insured they are not required to utilize this contract. The following link provides a list of contractors approved by the Department of Labor as authorized self-insured employers to provide DBA insurance: <http://www.dol.gov/esa/owcp/dlhwc/lscarrrier.htm#authorized%20self-insured%20employers>. Contractors not on this list are not self-insured and are required to use the DoS DBA contract, except for the INL Air Wing contract.

Exhibit 5
Government Furnished Property

The Government will provide new or used AC units (window units) Samsung or equivalent (288 ea) to the contractor for installation. These will be available at a location within the EDSC compound. The GFE AC units shall be provided without a plug installed on the electrical connection (pigtail). Contractor shall provide and install local standard plug connection and change the existing receptacles to match this plug as specified in Section C 2.2

The Government will provide access to water.

All GFP shall be treated with environmentally preferable chemical cleaning products. Information on environmentally preferable products (EPP) is available on the Internet at <http://www.epa.gov/opptintr/epp.htm>.

All non-chemical products (paper, plastic, etc.) to be provided as GFP should conform to the Environmental Protection Agency (EPA) Comprehensive Procurement Guide (CPG) if the products are CPG-designated items. CPG information is available on the Internet at <http://www.epa.gov/cpg>. Products that meet the desired objective (ability to clean effectively) and are not CPG-designated items should also contain the highest-possible amounts (by percentage) of recovered material(s) and post-consumer content.

Exhibit 6
Monthly Report

Monthly Report for the Month of _____

AMERICAN EMBASSY, _____

1. Services requested during the month:

Task Order	Location/Description	Dates	Status
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Other Notes (include task order number):

A. Problems Encountered:

B. Major Repairs Needed:

Exhibit 7
Contractor Furnished Property /Materials

- Local standard power cord plugs
- Local receptacles
- All necessary tools materials and appurtenances equipment (including temporary power)
- Doors if required, equal or better to existing product
- New locking door knobs utilizing US standard keys (3 keys minimum per door, 2 doors per CHU) of the same model
- Keys tags for marking key sets
- Hardware: Tenyale Cylindrical Door Lock, Entrance Set, with key locking outside, button locking inside. Solid Brass Construction. Adjustable latch 60 mm (2-3/8") to 70 mm (2-3-4"). Fits door 32 mm (1-1/4") to 51 mm (2") thick.
- Windows if required equal or better quality
- Window screens equal or better quality to original screens
- Door Closers and latches
- New shower curtains and hooks
- Shower rods, if required made of PVC pipe similar in diameter and thickness to existing shower rods.
- New horizontal blinds in each room as needed.
- Vertical blinds if required equal or better to the original ones
- Caulking for all ACs and windows
- Insulation material for water pipes
- New toilets with new flush mechanism (with 3 year warranty) same or equal to Kalevit Sanitary Ceramics Ind. Inc., Model Troy 711-05400 color white similar to the existing toilet but the flush mechanism shall be top mounted.
- New shower fixtures, (faucet, showerheads, towel holder and related plumbing)
- Shower drain covers
- New sinks self rimming plastic or ceramic and sized to fit existing location.
- New sink faucets, hoses valves equal or better to the existing ones
- Light fixtures waterproof exterior
- Light bulbs 60 W
- Light fixtures interior if required the same or better quality
- Fluorescent fixtures with electronic ballast
- New exhaust fans of the same size as existing ones
- Exterior metal covers and interior safety covers similar to existing.
- New electric switches, wall sockets, and coverplates.
- New circuit breakers, including ground fault current interrupted breakers, panel screws, blank-off plates, if needed, same size and make as the existing.
- Vinyl for floor patches

And all necessary tools materials and appurtenances, equipment including temporary power). Water will be available on site but the contractor shall provide containers and transport.

The contractor shall use only environmentally preferable chemical cleaning-products. The contractor shall identify products by brand name for each of the following product types:

- (a) All-purpose cleaner
- (b) General degreaser
- (c) General disinfectant
- (d) Graffiti remover
- (e) Chrome and brass cleaner/polish
- (f) Glass cleaner
- (g) Furniture polish
- (h) Floor stripper
- (i) Floor finisher
- (j) Carpet cleaner
- (k) Solvent spotter
- (l) Gum remover
- (m) Wood floor finish
- (n) Bathroom hand cleaner/soap
- (o) Bathroom disinfectant
- (p) Bathroom cleaner
- (q) Bathroom deodorizers
- (r) Urinal deodorizers
- (s) Lime and scale remover

In addition, the contractor shall provide following non-chemical products containing the maximum feasible amount of recovered materials:

- (1) Bathroom tissue - The bathroom tissue must contain at least 100% recovered materials and 50% post-consumer content.
- (2) Toilet Seat Covers - Toilet seat covers must contain at least 100% recovered materials and 50% post-consumer content.
- (3) Paper Towels - The paper towels must contain at least 100% recovered materials and 40% post-consumer content.
- (4) General Purpose industrial wipes - The general purpose industrial wipes must contain at least 100% recovered materials and 40% post-consumer content.
- (5) Plastic trash bags - Plastic trash bags must contain at least 25% post-consumer content.

Information on environmentally preferable products (EPP) is available on the Internet at <http://www.epa.gov/opptintr/epp.htm>.

All non-chemical products (paper, plastic, etc.) should conform to the Environmental Protection Agency (EPA) Comprehensive Procurement Guide (CPG) if the products are CPG-designated items. CPG information is available on the Internet at <http://www.epa.gov/cpg>.

Contractors may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

Once this list of products has been approved by the Contracting Officer, the Contractor is responsible for using only those approved cleaning chemical products in the building. If for some reason the product is found later to be ineffective, the Contractor would otherwise like to propose an alternative product, or the Contracting Officer would like to propose a more environmentally preferable product, either the Contractor or Contracting Officer may propose for consideration an “equal” product. If the parties agree to the replacement product, the contract will be modified.

Exhibit 8

SAMPLE LETTER OF BANK GUARANTY

Place []
Date []

Contracting Officer
U.S. Embassy, [Post name]
[Mailing Address]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of [Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [Name]

Address:

Representative(s): _____

Location: _____

State of Inc.: _____

Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

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. (Feb 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 23322

(2) The small business size standard is \$5 million.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

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

(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, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II applies.

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

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

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

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

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

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

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

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

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

K.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 or are not 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 or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

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

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

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

(End of provision)

K.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 Number:

K.8 RESERVED

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

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

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country 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: _____

(a) The contracting officer has determined that for performance in the country of Iraq

- 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) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

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. Section K 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)

K.12. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)

(a) *Definitions.*

“Person”—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition;

and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with [25.703-4](#), by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (*e.g.*, [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(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/search.htm>

These addresses are subject to change. IF the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

<http://www.statebuy.state.gov/>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

REFERENCE	TITLE	DATE
52.204-6	CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
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

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 (AUG 1996)

(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 Management Office at the U.S. Consulate General, Erbil, Iraq.

(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 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 shall make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely ONLY on written interpretations by the Contracting Officer.

L.4 SUBMISSION OF OFFERS

L.4.1 GENERAL

This solicitation is for the performance of the construction services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments and Exhibits that are a part of this solicitation.

L.4.2 SUMMARY OF INSTRUCTIONS

Each offer must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
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1 Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS. 1

2 Price Proposal and completed Section B - SUPPLIES OR SERVICES AND PRICES/COSTS. The price proposal shall include a completed Section J- PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS." 1

3 Business Management/Technical Proposal. 1

Submit the complete offer to the address indicated at Block 8 of Standard Form (SF) 1442, if e-mailed, or the address below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 1442).

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

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

L.4.3 DETAILED INSTRUCTIONS

L.4.3.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

L.4.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B

L.4.3.3 Volume III: Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a bar chart indicating when the various portions of the work will be started and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned start and completion date.

(b) 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) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;

(10) Percent turnover of contract key technical personnel per year; and

(11) Any terminations (partial or complete) and the reason (convenience or default).

(12) Environmental Preferability Submission, describing how the offeror will ensure the use of environmentally friendly products and materials in the performance of the contract. The offeror must list all chemical cleaning products and non-chemical products that will be used.]

(c) Contractor must submit documents confirming his registration and license to operate business in the Kurdistan Region in accordance with the local laws. Failure to include these documents with the proposal will disqualify contractor from consideration for this work.

(d) If Offeror intends to employ any Third Country National, he is required to submit a **Recruitment Plan** as part of his proposal. The Recruitment Plan shall include the following at a minimum:

- a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.
- b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.
- c. Provide sample recruitment agreement in English.
- d. State in the offer that the recruited employee will not be charged recruitment or any similar fees.
- e. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.
- f. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.

(e) Offerors providing employer furnished housing shall submit a **Housing Plan**.

The offeror shall submit a **Housing Plan** if the contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver.

L.5 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 May 27, 2012 at 10:00 am at Erbil Diplomatic Support Center.

(c) Participants will meet at the main gate of the Erbil Diplomatic Support Center.

L.6 PREPROPOSAL CONFERENCE

A pre-proposal conference to discuss the requirements of this solicitation will be held on May 27, 2012 at Erbil Diplomatic Support Center time at 10:00 am. Offerors are urged to submit written questions using the address provided on the solicitation cover page of this solicitation. Attendees should bring written questions to the conference as well. As time permits and after the Embassy discusses the solicitation and written questions are answered, oral questions may be taken.

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

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Frank Ledahawsky, at the American Embassy Baghdad, at (+) 240 553 0590 ext.2137. For an American 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) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: USD 100,000.00 to USD 250,000.00

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 3 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.

652.228-74 DEFENSE BASE ACT INSURANCE RATES – LIMITATION (JUN 2006)

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, "covered contractor employees" includes the following individuals:

(1) United States citizens or residents;

(2) Individuals hired in the United States or its possessions, regardless of citizenship; and

(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

(b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for the DBA insurance:

Services @ \$4.00 per \$100.00 of employee compensation; or

Construction @ \$5.50 per \$100.00 of employee compensation

(c) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/proposal using the foregoing rate. Bidders/offerors shall include the estimated DBA insurance costs in their proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid proposal.”

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.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

M.2 RESERVED

M.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B of this solicitation.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.