

DRAFT

UNITED STATES DEPARTMENT OF STATE

**BAGHDAD
LIFE SUPPORT SERVICES**

(BLISS)

SOLICITATION SAQMMA-12-R-0130

November 16, 2012

This Draft RFP Release is for information purposes only and does not constitute an invitation for bids, a request for proposals, a solicitation, a request for quotes, or an indication the US Government will contract for services and items contained in this notice. The Government does not reimburse respondents for any costs associated with this Draft RFP release.

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 OVERVIEW

This requirement is in support of the U.S. Department of State (DoS) mission in Iraq, providing life support functions for State Department compounds.

The current U.S. Mission, Iraq (USMI) sites are broken down below by regions. USMI sites within Iraq may be added or removed under this contract as future conditions change:

- Central – Baghdad Embassy Compound (BEC)
 - Olympia
 - Embassy Heliport (EHP)
- Central - Baghdad Diplomatic Support Center (BDSC), at the Baghdad International Airport
- South – U.S. Consulate General in Basrah,
 - Basrah Air Hub,
- North
 - Erbil Diplomatic Support Center (EDSC)
 - Erbil Air Hub at the Erbil International Airport (EIA)

B.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity (IDIQ) contract, as defined in FAR 16.504 (Indefinite-Quantity Contracts), for non-commercial items. Contract types for the individual task orders will fall under one or more of the following, depending on the type, complexity, and urgency of the task order requirement: fixed-price, cost-reimbursement, labor-hour, and/or time-and-materials. If a task order will be performance-based, its requirements will be conveyed and administered at the task order level.

B.3 MINIMUM AND MAXIMUM QUANTITIES

- a) The Government, through the issuance of task order(s) or otherwise, shall pay a one-time minimum quantity of \$100,000 (inclusive of all direct costs, indirect costs, and profit/fee) within the contract's five-year period of performance (base year plus four option years).
- b) The maximum quantity for the contract's five-year period of performance (base year plus four option years) shall be any quantity or combination of supplies and services not exceeding (TO BE DETERMINED) (inclusive of all direct costs, indirect costs, and profit/fee).

SECTION C – STATEMENT OF WORK

C.1 STATEMENT OF WORK

C.1.A General Background

This requirement is in support of the U.S. Department of State (DoS) mission in Iraq, providing life support functions for State Department compounds. This document defines the contract scope and will serve as the basis for all task orders issued for support services.

This SOW establishes general Contractor requirements for Baghdad Life Support Services (BLiSS) contract for support functions to the DoS in the country of Iraq. The Contractor shall furnish all supervision, labor, housing (unless provided by the USG for a limited number of contractor employees providing critical services), and transportation required for the satisfactory performance of work, as specified in each task order.

For the purpose of this contract, the current U.S. Mission, Iraq (USMI) sites are broken down below by regions. USMI sites within Iraq may be added or removed under this contract as future conditions changes.

- Central - Baghdad Embassy Compound (BEC)
 - Olympia
 - Embassy Heliport (EHP)
- Central - Baghdad Diplomatic Support Center (BDSC), at the Baghdad International Airport
- South –
 - U.S. Consulate General in Basrah,
 - Basrah Air Hub,
- North
 - Erbil Diplomatic Support Center (EDSC)
 - Erbil Air Hub at the Erbil International Airport (EIA)

The Government reserves the right to expand the list of sites within Iraq during the life of this contract. This may be in the form of a comprehensive assignment of BLISS tasks to a specific location, or a menu of tasks assigned on an as-needed basis.

A general description of each site is provided below:

Baghdad Embassy Compound –

The BEC is located in the International Zone (IZ) in Baghdad, Iraq and consists of 104 acres. This is the largest U.S. Embassy in the world. The mission of the United States Embassy in Baghdad is to represent the United States of America to the Government of Iraq (GOI). The U.S. Ambassador COM (Chief of Mission) is the U.S. President's representation to the GOI.

The BEC contains several different dining facilities: 2 major cafeterias with one on the main Embassy compound and the second at Camp Condor and 3 snack bar type operations located in the Embassy compound.

The main dining facility cafeteria area on the Embassy Compound is a 3,000 square meter facility that currently has a feeding and seating capacity of roughly 2,500 personnel. This area does not include the various refrigerated vans and containers used for storage of frozen, chilled and dry storage of food, or supplies. The dining area is 2100m², kitchen 760m², and serving lines 460m². The food preparation areas and equipment are state-of-the-art, and all equipment and furnishings are in serviceable condition. Additional feeding capacity projects are being contemplated to accommodate personnel surges. The maximum occupancy on the BEC is 2600, while Camp Condor houses 1129 and has its own dining facility.

Local Nationals (LNs) are only entitled to lunch meals, not breakfast or dinner. The largest feeding requirement occurs during lunch time during week days as LN direct hire personnel are entitled to eat lunch meals. Three snack bar operations located on the Embassy compound (1 within Annex 1, 1 in Annex 2, and 1 in the Chancery) alleviate the feeding demand during the lunch meal at the cafeterias. Two of the snack bar operations serve only cold sandwiches and hot soup. The Annex 1 snack bar is equipped with a grill that provides a hot entre lunch item 5 days a week: Sunday through Thursday.

Hours of Operation: Hours of operation will follow the established hours for food service operations within the BEC:

- Cafeteria: Breakfast: Weekday – 5:30 am – 8:30 am
- Weekend- Lunch/ Dinner
- Snack Bar Annex 1 Breakfast/Lunch/Dinner
- Snack Bar Annex 2 Breakfast/Lunch/Dinner
- Snack Bar Chancery Breakfast/Lunch/Dinner

When BEC is used in this document, it includes Camp Olympia and the Embassy Heliport, unless otherwise stated.

Camp Olympia –

Is a 45-acre site, consisting of the Embassy HeliPort (EHP), the RSO Firing Range, and lay down Yard, located within the International Zone.

Embassy Heliport –

Located within the International Zone, consists of a landing strip, control tower, passenger control area, hangar, and a large concrete apron for rotary wing operations.

Baghdad Diplomatic Support Center (BDSC) –

This is a 350-acre State Department-managed facility located next to the Baghdad International Airport (not within the IZ). BDSC is the U.S. Mission to Iraq's primary platform for aviation, medical, maintenance, munitions storage, and property disposition services.

Currently, BDSC houses 41 individual agencies or groups, totaling approximately 1600 personnel. The BDSC dining facility is a 2244 square meter facility that serves 1800* residents and transient personnel three meals per day. A grab-in-go (soup and sandwich bar) is open 14 hours daily (0830 – 2230). The dining area is 1182 m2, kitchen 531 m2 (warehouse 531 m2, which is connected to the kitchen) and serving lines 55 linear meter. The food preparation areas and equipment are state-of-the-art, and all equipment and furnishings are in serviceable condition.

Erbil Diplomatic Support Center (EDSC) –

Is a 2760-acre compound that supports the logistic and programmatic needs of the Erbil Consulate General. It has an office building, gym, warehouse, motor vehicle center, 800-plus containerized housing units, a fire station and other facilities. The EDSC DFAC is a 915square meter facility that serves 790 residents three meals per day the dining area is 423 square meters (m2), kitchen 376 m2, and serving lines 116 m2.

The food preparation areas and equipment are limited to some cooking and reheating, and all equipment and furnishings are in serviceable condition.

U.S. Consulate General Basrah -

Located on 53 acres, with the Consulate General building occupying 119 acres and the Air Hub occupying 34 acres. The Consulate area has a warehouse, a dining facility, and offices, while the Air Hub consists of a passenger waiting area, a landing strip, hangar as well as a fire station and housing for firefighters.

The Basrah dining facility currently serves 790 residents three meals per day. The food preparation areas and equipment are state-of-the-art, and all equipment and furnishings are in serviceable condition.

The BLiSS Statement of Objectives (SOO) is furnished in Section J (TO BE DETERMINED). This SOO defines the objectives by services and site locations. Offerors are to propose a Performance Work Statement (PWS) to include all performance metrics, as a part of their technical proposal for evaluation for each site (BEC, BDSC, EDSC and Basrah).

Current life support for these sites is provided by the U.S. Army Materiel Command's "LOGCAP IV" (Logistic Civil Augmentation Program), Defense Logistics Agency (DLA), and Army Sustainment Command (ASC) Green Equipment Maintenance contract. These contracts are due

to end in December 2013. The intent is to award this contract prior to May 1, 2013 and transition to a new DoS contract no later than September 30, 2013.

C.1.B Objectives

Life Support- The life support services requirements may include services in the following areas as specified under each individual task orders:

- Postal Services
- Food Services, to include
 - Procurement of food and supplies
 - Storage
 - Preparation
 - Serving
 - Cleaning of facility
- Waste Management
- Laundry Services
- Fuel Services, to include Procurement and Delivery
- Recreation Services
- Airfield Services to include
 - air crash and rescue
- Transportation Services
- Warehouse Operations
- Supplemental Staffing and Maintenance Services to Regional Security Office (RSO)

The Contractor shall comply with U.S. and GOI laws and regulations. The Contractor shall also plan for and provide all personnel, transportation, supervision, and other items and services necessary to accomplish the requirements of this contract. The Contractor shall insure adequately trained personnel are available to meet the stated workload to avoid delays to work services throughout the contract.

Program Management- The Contractor will be required to establish and perform program management functions that cover the overall resulting task orders issued under this contract. The Statement of Objectives (SOO) is provided Section J (TO BE DETERMINED) ensure the DoS receives quality and timely services, effective cost controls, and which are transparent throughout the life of this contract.

The Contractor shall develop a Local National hiring program as specified under each task order in order to "normalize"¹ Embassy operations in Iraq and to further establish faith and good will with the country of Iraq.

¹ "Normalize" is a concept that is mentioned frequently in this document. The term references an effort by the DoS to bring the conditions and operations of the Embassy and its consulates in Iraq into an environment that is more in line with how U.S. embassies operate around the world.

The contractor shall provide life support services for their employees as specified under each task order. At sites where it is not feasible or safe as determined by the DoS for the contractors to live off of the DoS site, the contractor will lease LSAs (Life Support Areas) from the US DoS at a negotiated fee or an agreed upon services in kind. Embassy Air, a US DoS Air courier & transportation service in Iraq may be used through coordination with DoS COR (Contracting Officer's Representative)/GSO (General Services Officer) or designated representative at a fair and reasonable cost per person as listed under each task order. These services are available to move employees throughout the country of Iraq. The cost of the initial personnel transition will be borne by DoS.

Facilities Clearance- The contractor shall have a Facility Clearance at the Secret level. Certain positions will require personnel with Secret clearances. Moderate Risk Public Trust (MRPT) investigations are required as shown elsewhere in this contract. The offeror will possess a Secret Facility Clearance prior to submission of proposal. All personnel must possess the proper clearances prior to assuming their duties.

Definitions-

- Contracting Officer's Representative (COR) -- A Federal employee to whom a Contracting Officer has delegated authority in writing to act as his or her representative in monitoring specified aspects of contractor performance. These aspects may include ensuring that the contractor's performance meets the standards set forth in the contract, ensuring the contractor meets the technical requirements under the contract by the delivery date(s) and/or within the period of performance, and ensuring that the contractor performs within the price or estimated cost stated in the contract.
- Emergency Services - Work orders which require immediate attention. May require working other than the standard work hours or work days. Contractor is required to respond to call within a reasonable time, but not later than within 4 hours and take action to minimize the emergency situation.
- Facility Clearance (FCL) - An administrative determination that a contractor facility is eligible for access to classified information at the same or lower classification category as the clearance being granted, either CONFIDENTIAL, OR SECRET level. The FCL includes the execution of a Department of State Security Agreement. Pursuant to these agreements, the government agrees to issue the FCL and inform the contractor as to the security classification to which the contractor will have access. The contractor agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual (NISPOM).
- Facility/System Replacement - Design, acquisition, installation and/or construction of an entire facility and/or system (e.g. - replacing or repaving a road; replacing a system such as a whole building chiller; construction of a new building; addition to the footprint of an existing building.)
- General Instructions - Instructions, directives and guidelines that apply to all personnel.

- Independent Verification and Validation (IV&V) - Independent procedures performed by a disinterested third party that are used together for checking that a product, service, or system meets requirements and specifications and that it fulfills its intended purpose.
- International Zone (IZ) - A 10 square kilometers (3.9 sq mi) area of central Baghdad, Iraq, that was the governmental center of the Coalition Provisional Authority and remains the center of the international presence in the city. Its official name beginning under the Iraqi Interim Government was the Green Zone.
- Local Nationals (LNs) - Personnel who are indigenous to the area of operations.
- Normalization - refers to the effort by the DoS to bring the conditions and operations of the Embassy and its consulates in Iraq into an environment that is more in line with how U.S. embassies operate around the world.
- Platts - A source of benchmark price assessments for commodity markets, including petrochemicals. Refer to <http://www.platts.com/>.
- Third Country Nationals (TCNs) - TCN or Third Country National - those personnel of a separate nationality to both the contracting government and the AO or "Area of operations".

SECTION D – PACKAGING AND MARKING

D.1 MARKING OF REPORTS

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (a) Name and Business address of the Contractor;
- (b) Contract number and delivery order number, if applicable;
- (c) Date of report; and
- (d) Program office(s).
- (e) Classification, Sensitivity or Handling Instructions

D.2 RESERVED

D.3 PACKING LIST(S)

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:

- (a) Name and address of consignor.
- (b) Name and address of consignee.
- (c) Government contract number (and delivery order number, if used).
- (d) Government bill of lading number covering the shipment, if any.
- (e) Description of the items shipped, including item number, quantity, number of containers, and package number, if any.

D.4 WARRANTY NOTIFICATION

In accordance with FAR 46.706 (b)(5), the Contractor shall stamp or mark the supplies delivered, or otherwise furnish notice with the supplies, of the existence of a warranty, if any. Sufficient information shall be presented duration of the warranty and the name and telephone number of the Contracting Officer to be notified if the supplies are found to be defective.

D.5 DATA PACKAGING REQUIREMENTS (11/96)

- (a) All unclassified data shall be prepared for shipment in accordance with best commercial practices.
- (b) Classified reports, data, and documentation shall be transmitted via the Regional Security Office or COR via DOS approved channels only.

SECTION E – INSPECTION AND ACCEPTANCE

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.acquisition.gov/far
DOSAR: www.statebuy.state.gov/DOSar

Clause	Title	Date
52.246-2	Inspection of Supplies – Fixed Price	Aug 1996
52.246-3	Inspection of Supplies – Cost-Reimbursement	May 2001
52.246-4	Inspection of Services – Fixed-Price	Aug 1996
52.246-5	Inspection of Services – Cost-Reimbursement	Apr 1984
52.246-6	Inspection – Time-and-Material and Labor-Hour	May 2001
52.246-16	Responsibility for Supplies	Apr 1984

E.2 ACCEPTABLE LEVELS OF PERFORMANCE

The Contracting Officer and his/her representatives are responsible for acceptance and inspection of the Contractor's effort under this contract.

E.3 CONTRACTOR SELF REPORTING OF NON-COMPLIANT SERVICES

The Contractor shall identify and explain the cause of any non-compliant action and the Contractor's plan to resolve the issue(s).

E.4 INSPECTION AND ACCEPTANCE –SERVICES

Inspection and acceptance of the services to be provided hereunder shall be made by the Contracting Officer's Representative.

Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract.

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

STANDARD The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause

(FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

PROCEDURES

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F – DELIVERIES OR PERFORMANCE

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.acquisition.gov/far

DOSAR: www.statebuy.state.gov/DOSar

Clause	Title	Date
52.211-8	Time of Delivery	Jun 1997
52.242-15	Stop-Work Order	Aug 1989
52.242-15	Stop-Work Order Alt. I	Apr 1984
52.242-17	Government Delay of Work	Apr 1984
52.247-30	F.O.B. Origin	Feb 2006
52.247-34	F.O.B. Destination	Nov 1991
52.247-35	F.O.B. Destination, within Consignee's Premises	Apr 1984
52.247-48	F.O.B. Destination – Evidence of Shipment	Feb 1999

F.2 PERIOD OF PERFORMANCE

This contract is comprised of an approximately 90-days transition period as part of the first year base period and four, one-year option periods.

The CO can extend the term of the contract for an additional six months in accordance with FAR 52.217-8, Option to Extend Services clause contained in Section I of this contract.

F.3 NOTICE OF CONTRACT AWARD

After receiving the Notice of Contract Award in writing from the CO, the Contractor shall provide all representation, certifications and deliverables required by the contract. Upon the acceptance of these documents, the Contracting Officer shall then issue a Notice to Proceed and at that time the Contractor shall begin transition. The Contractor shall, upon completion of the Transition Period, assume full responsibility for the performance of this contract.

F.4 DELIVERABLES

(TO BE DETERMINED UNDER EACH TASK ORDER)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 DESIGNATION OF ADMINISTRATIVE CONTRACTING OFFICE

This contract will be administered as follows:

Contracting Officer (CO):

Paul Desilets
Department of State
Office of Acquisition Management
A/LM/AQM/IT SA-6
1701 North Fort Myer Drive
Arlington, VA 22209
Office: (703) 875-5250

Administrative Contract Specialist:

Department of State
Office of Acquisition Management
A/LM/AQM/IT
Attn: Stephen Law
1701 North Fort Myer Drive
Arlington, Virginia 22209
Office: (703) 516-1961

Written communications regarding the administration of this contract shall make reference to the contract number and shall be mailed to the above address or emailed to Laws2@state.gov.

G.2 CONTRACTING OFFICER (CO)

The CO has sole authority to modify the terms of this contract. The Contractor is responsible for ensuring that all modifications to or deviations from contract requirements are approved by the CO. The CO will appoint the usual and customary contracting representatives, such as a Contracting Officer's Representative (COR) and Government Technical Monitors (GTMs) to help carry out the CO's responsibilities under this contract.

G.3 CONTRACTING OFFICERS REPRESENTATIVE DOSAR 652.242-70 (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and 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 will be identified following Contract Award.

G.4 GOVERNMENT TECHNICAL MONITORS (GTM)

A GTM may be designated to provide technical monitoring, advice and assistance, in the monitoring and evaluation of a contractor's performance at separate consular locations. The GTM is appointed by the CO.

G.5 INVOICE AND REPORTING REQUIREMENTS

The Contractor is required to provide a hard copy and an electronic copy of each invoice. The electronic copy shall be generated in Microsoft Excel 2007®. The Contractor shall be required to work closely with the Government to track, report, and invoice costs to facilitate effective program and project management over the life course of this contract.

The contractor shall prepare and submit a monthly Cost Analysis Report in Microsoft Excel.

The report is due no later than the 10th day following the last day of the reporting month. The contractor will work with the Government to finalize a format.

The contractor shall submit all invoices on a monthly basis within 30 days after the end of the billing month.

G6 REQUIRED INVOICE INFORMATION

- a) The invoice shall contain all information required in Sections G and I, including, when applicable, FAR 52.216-7 (Allowable Cost and Payment) and FAR 52.232-7 (Payments under Time-and-Materials and Labor-Hour Contracts).
- b) The invoice shall include a listing of each service and supply in accordance with the CLIN and sub-CLIN structure identified in Sections B.4 through B.8.
- c) The invoice shall list, in part, the following:
 - Contract's maximum quantity
 - Billed total for each CLIN (contract-wide)
 - Billed total for each sub-CLIN (contract-wide)
 - Contract-year-to-date billed
 - Contract-year-to-date paid by Government
 - Contract cumulative billed (since contract effective date)
 - Contract cumulative paid by Government (since contract effective date)
 - Task order name
 - Task order number
 - Task order obligated dollar amount

- Billed total for the CLIN (for the task order)
 - Billed total for each sub-CLIN (for the task order)
 - Task order-year-to-date billed
 - Task order-year-to-date paid by Government
 - Task order cumulative billed (since task order effective date)
 - Task order cumulative paid by Government (since task order effective date)
- d) For fixed-price arrangements (i.e., task orders or line items in a task order) when payment is made not based on actual costs incurred, the Contractor shall submit the monthly apportionment of the awarded fixed-price. The monthly apportionment shall be the awarded fixed-price for the task order period divided by the number of months in the task order period. For example, if a task order includes a base period of one year, the monthly apportionment during the base period shall be the awarded fixed-price for the base period divided by 12 months.
- e) For each direct labor cost under labor-hour arrangements and under the time portion of time-and-materials arrangements, the Contractor shall submit the following:
- Contract-specified labor category
 - Internal labor category/employee title
 - Name of employee
 - Negotiated fixed fully-loaded hourly labor rate
 - Actual incurred hours
 - Subtotal
- f) For each direct labor cost under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements), the Contractor shall submit the following:
- Contract-specified labor category
 - Internal labor category/employee title
 - Name of employee
 - Actual incurred unloaded hourly labor rate
 - Actual incurred hours
 - Applicable provisional billing indirect cost rate description
 - Negotiated applicable provisional billing indirect cost rate(s)
 - Provisional billing indirect cost
 - Subtotal
- g) For each supply (i.e., direct non-labor cost/other direct cost (ODC) and material [as defined in FAR 52.232-7(b)(1)(ii)(A), (B), and (C) (Payments under Time-and-Materials and Labor-Hour Contracts)]) under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall submit the following:

- Description of the supply
 - Actual incurred unit cost
 - Unit of measurement
 - Actual incurred units
 - Applicable provisional billing indirect cost rate description
 - Negotiated applicable provisional billing indirect cost rate(s)
 - Provisional billing indirect cost
 - Subtotal
- h) For travel costs under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall include a Travel Expense Report (TER) by trip that includes a daily breakdown of all actual incurred travel costs. The breakdown shall consist of at least the following:

- CLIN
- Sub-CLIN
- Contract-specified labor category
- Internal labor category
- Traveler name
- Title of traveler or relationship of traveler to contractor
- Purpose of trip
- Dates of travel
- Number of days of travel
- Origin
- Destination
- Airfare or train fare
- Lodging cost per night
- Lodging per diem, as indicated in FTR, JTR, or DSSR
- Meals and incidental expenses (M&IE) cost
- Meals and incidental expenses (M&IE) per diem, as indicated in FTR, JTR, or DSSR
- Ground transportation cost per day
- Parking cost per day
- Tolls cost per day
- Subtotal

The Contractor shall note that, pursuant to FAR 31.205-46(a)(1), the contractor's costs for lodging, and meals and incidental expenses may be based on actual costs incurred, per diem, or a combination thereof, as long as the method used results in a reasonable charge. Similarly, the contractor's costs for transportation may be based on actual costs incurred, mileage rates, or a combination thereof, as long as the method used results in a reasonable charge. The Contractor shall note in its invoice the respective methods used.

- i) For travel costs under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), if the Contractor did not use a U.S.-flag air carrier, the Contractor shall, pursuant to FAR 47.402, 47.403, and the Fly America Act, submit with its invoice a memorandum citing the specific conditions which prevented it from using a U.S.-flag air carrier service. Reimbursement is contingent upon Government acceptance of such explanation.
- j) For Post Hardship Differential Pay and Danger Pay costs under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall submit a breakdown of the actual costs incurred.
- k) For Defense Base Act (DBA) Insurance costs under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall submit a breakdown of the actual costs incurred. The breakdown shall consist of at least the following:
- Each applicable labor category identified in the contract
 - Each covered employee name
 - Each covered employee title/internal labor category
 - Each covered employee designation (i.e., U.S. citizen, U.S. resident, hired in U.S. or its possessions, local national, or third-country national)
 - Number of actual incurred hours per covered employee
 - Actual incurred unloaded hourly labor rate per covered employee
 - Each “other taxable compensation” description(s) per covered employee
 - Each “other taxable compensation” cost per covered employee
 - DBA Insurance rate
 - Subtotal

“Other taxable compensation” is compensation considered by the Internal Revenue Service as gross income for income tax purposes (e.g., Bonus, Post Hardship Differential Pay, and Danger Pay).

- l) For arrangements when payment is made based on actual hours incurred (e.g., labor-hour arrangements and the time portion of time-and-materials arrangements) or actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall attach, as applicable, the following documentation to each invoice:
- Individual time sheets for employees billed directly, signed by the employee and an official DS representative, to support the number of hours worked for the invoice period.

The total of all hours worked from the time sheets must match the summary of hours on the invoice.

- Invoices claiming reimbursement for supplies ordered through vendors shall include copies of receipts showing payment to the respective vendors.
- If paying Post Hardship Differential Pay and Danger Pay is part of the Contractor's established incentive compensation plan or policy, and followed consistently, pursuant to FAR 31.205-6(f)(1)(i) (Bonuses and Incentive Compensation), the first invoice for each task order shall include a copy of such plan or policy that describes in detail the Contractor's payment of Post Hardship Differential Pay and Danger Pay to its eligible employees, including calculation method(s) of such payment.

The first invoice for each task order shall also include a description of how the plan or policy is followed consistently, and how the basis for the Contractor's payment of Post Hardship Differential Pay and Danger Pay is supported, pursuant to FAR 31.205-6(f)(1)(ii) (Bonuses and Incentive Compensation).

- If paying Post Hardship Differential Pay and Danger Pay is part of the employer/employee agreement entered into in good faith between the Contractor and its employees before the services are rendered, pursuant to FAR 31.205-6(f)(1)(i) (Bonuses and Incentive Compensation), each invoice for each task order shall include a copy of the employer/employee agreement for each employee billed in that invoice.

The first invoice for each task order shall also include a description of how the basis for the Contractor's payment of Post Hardship Differential Pay and Danger Pay is supported, pursuant to FAR 31.205-6(f)(1)(ii) (Bonuses and Incentive Compensation).

- The first invoice for each task order shall include a copy of the DBA Insurance policy negotiated between the Contractor and DOS' DBA Insurance carrier, or copy of the self-insured program and Department of Labor approval if the Contractor is a Department of Labor-approved self-insurer. In either case, such copy shall show that sufficient DBA Insurance coverage has been obtained for the entire period of performance for the task order.
- Invoices claiming reimbursement for DBA Insurance costs shall include copies of the invoice from and evidence of payment to the DBA Insurance carrier.
- The Contractor shall submit evidence that it determined its actual incurred costs for supplies (i.e., direct non-labor cost/other direct cost (ODC) and material [as defined in FAR 52.232-7(b)(1)(ii)(A), (B), and (C) (Payments under Time-and-Materials and Labor-Hour Contracts)]) to be fair and reasonable.

G.7 01INV DEPARTMENT OF STATE INVOICE INSTRUCTIONS

Invoice submission is only via the Office of Claims' Commercial Claims Operations fax server, toll-free number: 866-483-3436, or DOSpayments@state.gov , unless otherwise indicated. Each invoice must be transmitted separately.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name and Address of the Contractor
- (2) Dun and Brad Street Universal Number System (DUNS)
- (3) Date of invoice
- (4) Unique Vendor Invoice Number - Our Financial System cannot accept the following characters: @ (at symbol), ~ (Tilde), & (Ampersand), ' (Apostrophe), " (Quotation) and spaces. Please do not include any of these characters as part of your invoice number.
- (5) Remittance Contact Information
- (6) Shipping Terms, Ship to Address
- (7) Payment Terms
- (8) Total Quantity of Items
- (9) Total Invoice Amount
- (10) Requisition Number, Contract Number and Order/Award Number, with modification number if applicable.
- (11) Order line item number and information (see below instructions)

The name and DUNS of the contractor on the invoice must match the information indicated on the order/award for proper payment.

IMPORTANT: For proper payment, the invoice must detail products and/or services delivered on a line item basis in direct accordance with the corresponding order/award/contract. Each line item must contain the following information:

- (1) Description of the services rendered for each line item
- (2) Line Item Quantity
- (3) Line Item Unit Price
- (4) Total Line Item Invoicing Amount
- (5) Delivery Date
- (6) Contract Line Item Number (CLIN)
- (7) Order/Award Line Item Number if invoicing against a task or delivery order or Blanket Purchase Agreement (BPA)

Please note that many task or delivery orders against Department of State or GSA contracts or blanket purchase agreements may have a separate and unique line item number in addition to the umbrella Contract Line Item Number (CLIN). The order line item number as well as the umbrella award CLIN must be referenced at each invoice line item level in such cases.

All payment to domestic claims will be disbursed by electronic funds transfer EFT. Vendors who are registered in the Central Contractor Registration (CCR) should verify and re-confirm their financial information in the database prior to invoicing. Vendors who wish to request a waiver of CCR or payment by check must submit their justification to their assigned contracting officer for consideration at least 30 days prior to billing. For vendors who are granted an EFT exception, the payment address on the invoice must match the remittance address in the vendor record cited in the award.

Additional correspondence should be addressed to:

Name:

U.S. Department of State
Global Financial Services
Attn: Office of Claims (RM/GFS/F/C)
Charleston Financial Service Center

Mailing Address:

Post Office Box 150008
Charleston, SC 29415-5008
Telephone Numbers:
Director's Secretary Voice 843-202-3761
Fax 843-746-0749
Official Office Hours: 8:00 am – 5:00 pm

To request Payment Status on a Past Due Invoice contact:

Office of Claims Customer Service
Email: commercialclaims@state.gov
Phone: 877-704-9473 Toll Free

Person to Contact: Supervisor, Vendor Claims

Email: GFS-ChiefVC@state.gov
(*End of clause*)

G.8 FINAL INVOICE

The Contractor shall specifically identify the last invoice as the "Final Invoice." The final invoice shall include the remaining amounts claimed to be due under the contract. It shall include a certification that all subcontractors, suppliers, and consultants have been paid (or will be paid upon Contractor's receipt of payment), and that all Government Furnished or Contractor Acquired Property has been disposed of in accordance with COR direction. This includes return of all ID badges, keys, and any other Government furnished property. A full and accurate inventory, accounting for all lost, stolen or damaged property must also be furnished to the COR before final payment is authorized. The final invoice shall include the Contractor's Release of Claims.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF TASK ORDERS FOR UNSCHEDULED/EMERGENCY WORK

- (a) Unscheduled work and emergency work shall be authorized only through the issuance of task orders executed by the CO. Task orders shall be established on a firm fixed-price basis to the maximum extent practicable and shall be modified solely by a written modification executed by the CO. Emergency services may require the use of oral orders; however, a written order shall be provided within 3 business days of the verbal authorization.
- (b) The contractor shall perform only those unscheduled/emergency services specifically authorized in the individual delivery or task orders issued under this contract. The contractor shall complete all work and services under this contract within the period of performance specified in the delivery orders, except that no delivery order shall be issued hereunder after the expiration of this contract. (See H.67)

H.2 MEDICAL SERVICES

The U.S. Government will provide primary and emergency medical care for contractor personnel on site. The Contractor must provide medical evacuation and healthcare insurance for all employees. In the event extensive and urgent medical attention is needed, timely emergency transportation (medevac) of the Contractor's employees may be determined to be critical.

Therefore, to protect the life, limb, sight, and safety of the patient; when adequate care is locally unavailable or unsuitable; and at the sole discretion and judgment of the on-site Department of State (DOS) Foreign Service Medical Provider, DOS reserves the right to arrange medevac transportation without prior authorization from the medevac insurance carrier. The Contractor will reimburse the DOS within 45 days of the event.

H.3 TRAVEL AND TRANSPORTATION

- (a) **GOVERNMENT PROVIDED QUARTERS** The Contractor, except for local nationals will be required to utilize Government provided lodging in a man-camp or east end housing area adjacent to the NEC site. Government provided quarters may not be shared with or occupied by anyone not specifically authorized to do so by the COR. If local accommodations become available in the future, the contractor may be required to move out of the man-camp/east end housing area and into local accommodations. During turnover under the transition period, the Contractor will be provided quarters as space is made available by balancing out-bound incumbent with in-bound Contractor personnel. Following full deployment, the Contractor will be limited to 350 lodging quarters.
- (b) **OVERSEAS CREDENTIALS** The Contractor shall be responsible for obtaining and maintaining an up-to-date passport for all personnel who will be required to travel outside

the United States to accomplish work assigned under this contract. Official passports issued under this contract are for use by contractor personnel only when they are traveling on official DOS business/task orders associated with this contract. Official passports must be returned to the COR when an employee leaves the contractor's employment, when employee is no longer performing on the contract or when the contract has been completed. The Contractor shall be responsible for obtaining any passports and visas required for travel to foreign countries to accomplish work assigned under this contract, but costs for such obtainment will be generally allowable [see Section B.13(1)].

- (c) **APPROVAL OF INTERNATIONAL TRAVEL** Approval of International Travel -- The Contractor shall provide the COR an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible. The COR's written approval may be in the form of a letter or telegram or similar device, or may be specifically incorporated into the schedule of the task orders. The COR may provide verbal direction under emergency conditions.
- (d) **COORDINATION AND ADVANCE PLANNING** The Contractor shall be responsible for the coordination and advanced planning of all authorized DOS travel. The DOS will not provide Official Passports to any Contractor personnel. The Contractor is responsible for ensuring that personnel assigned to work overseas have all the necessary credentials (i.e., active passport, work visa, etc) to perform work at the required location. If certain extraneous circumstances arise in locations that work has been mandated to be performed and the Contractor is unable to obtain a work visa because of restrictions set by the host country, the Contracting Officer may make the determination to provide an Official or Diplomatic Passport. The Contractor is prohibited from utilizing an Official Passport for unauthorized travel. Approval for authorized travel shall be granted by the COR, subject to the following:
- (1) The Contractor applied for the visa within the processing lead time prescribed by the host country embassy or consulate. Failure to submit the visa application within the timeframe specified may result in the Contractor's inability to obtain a visa prior to departure. Any travel expenses incurred will not be reimbursed in the event the travel is cancelled or modified due to the Contractor's failure to obtain a visa. The USG shall not reimburse the Contractor for the use of private visa procurement services provided by a third party.
 - (2) The Contractor received authorization from the host country embassy/consulate Regional Security Office (RSO) through the DOS E-country clearance system.
 - (3) The Contractor shall coordinate all travel arrangements with the respective government personnel.
 - (4) All hotel reservations were made by embassy or consulate personnel.

(5) The Contractor provided a written travel estimate within ten (10) business days of the scheduled departure date of travel.

H.4 INSURANCE REQUIREMENTS

In accordance with FAR 52.228-5 "INSURANCE--WORK ON A GOVERNMENT INSTALLATION," the Contractor shall, at no additional expense to this contract provide and maintain, in addition to any other insurance coverage required elsewhere in this contract, the following types of insurance in the amounts specified. Before commencing work under this contract, the Contractor shall certify to the CO in writing that at least the kinds and minimum amounts of insurance required below have been obtained.

- (a) Workers' Compensation and Employer's Liability -- The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000.00 is required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
- (b) General Liability -- The Contractor shall provide bodily injury liability insurance coverage written on the comprehensive form policy of at least \$500,000.00 per occurrence.
- (c) Automobile Liability -- The Contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Aircraft Public and Passenger Liability -- When aircraft are used in connection with performing the contract, the Contractor shall provide aircraft public and passenger liability insurance. Coverage shall be at least \$200,000.00 per occurrence for property damage. Coverage of passenger liability bodily injury shall be at least \$200,000.00 multiplied by the number of seats or passengers, whichever is greater.
- (e) Vessel Liability -- When contract performance involves use of vessels, the Contractor shall provide vessel collision liability and protection and indemnity liability insurance.
- (f) Defense Base Act -- Before beginning performance of each task order, the Contractor shall submit a copy of the DBA Insurance policy negotiated between the Contractor and DOS' DBA Insurance carrier, or copy of the self-insured program and Department of

Labor approval if the Contractor is a Department of Labor-approved self-insurer. In either case, such copy shall show that sufficient DBA Insurance coverage has been obtained for that task order.

- (g) Medical Evacuation Insurance -- The Contractor shall provide medical evacuation insurance for those Contractor employees hired in the United States and assigned overseas on permanent assignment or temporary duty. The insurance shall provide for at least: telephone access, medical reference service, emergency evacuation, medically supervised repatriation, repatriation of mortal remains. The Contractor is exempt from the requirement if the Contractor's health insurance program includes sufficient MEDIVAC coverage, as approved by the CO. In the event the Government determines medical evacuation service is necessary prior to the Contractor's notification to their insurance company, the contractor agrees to cover all related hospital and medical costs.

H.5 CERTIFICATE OF INSURANCE

The Contractor shall furnish the CO with a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the CO in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the CO's approval.

- (a) Insurance-Related Disputes -- Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.
- (b) Time for Submission of Evidence of Insurance -- The Contractor shall provide evidence of the insurance required under this contract within thirty (30) calendar days after contract award. Failure to submit this evidence in a timely fashion, in a form acceptable to the CO, may result in rescinding or termination of the contract by the Government.

H.6 CONTRACT PERSONNEL MEDICAL REQUIREMENTS

The Contractor shall be responsible for assuring that Contractor personnel, including subcontractor personnel, who are required to travel in connection with this contract, are physically able to travel to the intended destination and remain there without significant risks to health for the required periods. The Contractor shall be responsible for assuring that such individuals receive the proper immunizations and take the proper health measures before, during, and after said travel. The Contractor is responsible for ensuring that its employees are adequately covered by medical insurance/health care and insurance to cover medical evacuation from abroad in the event of illness or injury. Contractor employees are required to use DOS Government medical facilities provided on site.

H.7 NONPAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed CO. Only a duly appointed CO is authorized to change the specifications, terms, and/or conditions of this contract.

H.8 SECURITY

General: The Contractor shall be knowledgeable of and comply with the contract security requirements, and include all relevant clauses in any underlying subcontractors or consulting agreements. In the event of conflict between updated FAM requirements, Bureau of Diplomatic Security (DS)S security requirements, DOSAR provisions, contract terms and conditions, and PMP or other contract documents, FAM provisions shall take precedence, followed by DOSAR provisions, the contract schedule, and contract attachments or reference documents and DS requirements. Failure of the Contractor or any of its subcontractors to adhere to the provisions of this clause shall be considered a material breach of the Contractor's obligation and shall serve as the basis for a cure notice and/or termination of the contract for default.

- (a) Personnel Security -- The Contractor agrees to comply with all Government security requirements and shall assign to this contract personnel who are cleared or investigated in accordance with the requirements noted in the Contract Security Classification Specification, DD Form 254, and Paragraph H.29. The Contractor shall provide all staff (Prime or subcontractor) with security briefings regarding policies and procedures for the protection required for the level of contract performance, and will be commensurate with level of access as determined by the COR.
- (b) Adherence to Security Policies and Regulations -- All persons granted access to Government premises in connection with performance of this contract shall be subject to Federal laws and Department regulations and policies as well as post regulations and/or policies relating to contacts with designated threat country nationals; marriage, equivalent bonds or cohabitation with foreign nationals; exploitation by a foreign entity; and the safeguarding, disclosure, storage, transmission and handling of classified information.
- (c) Report of Adverse Actions -- Contractor employees must agree to submit immediately to the COR a complete and detailed report, appropriately classified, of any information which they may have concerning:
 - (1) Existing or threatened exploitation by a foreign entity, sabotage, or subversive activity;
 - (2) Possible compromise of classified material or operations; and
 - (3) Violations of any post or Department security regulation or policy.
- (d) Adherence to 12 FAM 270 -- Contractor personnel are subject to the provisions of 12 FAM 270. The loss of a personnel security clearance and/or determination by the Department's Bureau of Diplomatic Security (DS) that the individual is ineligible to

continue working in sensitive duties, for any reason, will constitute prima facie evidence of unsuitability for continued employment under this contract.

- (e) Adherence to Foreign Service Post Rules and Regulations -- The rules and regulations of the post where services are performed shall apply to the contractor's personnel while on the premises. The regulations include but are not limited to:
- (1) Presenting valid identification of entrance;
 - (2) Obtaining and using any required vehicle passes for all contractor-owned and/or privately owned vehicles;
 - (3) Obeying all posted directives including curfews when imposed;
 - (4) Providing strict adherence to direction of post security officers in instances where they have been dispatched to a particular location; and
 - (5) Following the established post contact reporting policy as mandated by the Chief of Mission (COM).

H.9 IDENTIFICATION BADGES

Contractor employees will be issued identification badges by the Government. These badges must be visibly displayed at all times during working hours at all facilities in accordance with established Post policy. Loss of identification badges will be reported immediately to the issuing office. All passes shall be returned to the Post Security Office upon badge expiration or termination of contract.

H.10 SAFEGUARDING OF INFORMATION

(a) The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract or as provided by written authorization of the CO. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company websites or blogs, without the prior written authorization of the CO. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all subcontracts hereunder.

(b) Disposition and Retention of Classified Material All classified material shall be stored in COR designated, RSO approved CAA spaces. All classified material, including copies and reproductions and classified information stored on approved IS (Information Systems) media, received or generated in the performance of this contract, shall be returned to the COR upon completion of the project unless the material has been destroyed. The classified material or copies of destruction certificates shall be returned

within 120 days after final delivery of project drawings and specifications and any other services, or after completion or termination of the contract.

H.11 REMOVAL FROM DUTY

- (a) General -- The CO may, by written notice to the Contractor, direct the removal and/or replacement of Contractor personnel assigned to this contract. A Contractor employee may be removed from duty for cause (misconduct, DS determination of unsuitability for sensitive duties and/or loss of personnel security clearance, or unsatisfactory performance) or for the convenience of the Government. Upon written notice to the CO, the contractor may move to replace personnel assigned to this contract for the convenience of the Contractor (to include resignation by employee).
- (b) Removal for Cause -- The Government retains the right to direct the replacement or removal from post of any worker who fails to comply with all appropriate regulations or whose conduct is embarrassing or otherwise damaging to the United States' interests. A determination to remove a Contractor employee due to misconduct or unsuitability may involve, but is not limited to, the following types of misconduct:
- (1) Neglect of duty, unsatisfactory performance, unreasonable delays or failure to carry out assigned tasks;
 - (2) Conducting personal affairs during official time;
 - (3) Refusing to render assistance or cooperate in upholding the integrity of the objectives of this contract;
 - (4) Falsification or unlawful concealment, removal, mutilation or destruction of any document or record, or concealment of material facts by willful omissions from documents or records;
 - (5) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting;
 - (6) Participation in disruptive activities that interfere with the normal efficient operations of the worksite;
 - (7) Theft, vandalism, immoral conduct, or any other criminal action under U.S. or host country law -- the Contractor is required to observe all Host Country Laws;
 - (8) Selling, consuming or being under the influence of drugs, or other illegal substances which produce similar effects;
 - (9) Abuse of alcohol;
 - (10) Improper use of credentials;

- (11) Any evidence that would indicate that the individual is guilty of security violations including restricted or prohibited market dealings, currency manipulation, violations of the post contact policy regarding criteria country nationals, espionage or treason;
- (12) Noncompliance with post security policy;
- (13) Determination of unsuitability made by DS on the basis of investigations made pursuant to the regulations in 3 FAM 4100, Appendix B; such determination, which may involve termination of security clearance, will be communicated to the CO, who will automatically direct the removal of the employee.
- (c) If the CO directs the removal of a Contractor employee due to misconduct, unsuitability, or unsatisfactory performance of the employee, to include loss of a security clearance, the Contractor will be required to take full responsibility and bear all expenses connected with removing and promptly replacing the employee, including travel, transportation and shipping costs.
- (d) Removal for Convenience of Government -- If removal of a Contractor employee is for the convenience of the Government, it shall be regarded as (1) a Change entitling the Contractor to an equitable adjustment if the employee is to be replaced; or (2) a Partial Termination for Convenience if the employee is not replaced.
- (e) Removal for Convenience of Contractor -- If removal of a Contractor employee is for the convenience of the Contractor, the Contractor will be required to take full responsibility and bear all expenses connected with removing and prompt replacement of the employee, including travel, transportation and shipping costs, severance pay, local labor hires or temporary hires incurred prior to a replacement employee's arrival at post.
- (f) Removal Demanded by Host Government -- The host Government has the right under international law to require removal of any person assigned to a diplomatic mission, and is not required to justify or to state reasons for declaring an individual persona non grata.
- (g) In such cases, where none of the above-enumerated causes for removal concurrently apply, the employee's removal from duty will be considered, for purposes of determining responsibility for transportation and shipment of effects, a removal for the convenience of the Government.

IMPORTANT NOTE: All Contractor personnel when at a Foreign Service Mission are subject to the administrative control of the United States Ambassador or Principal Officer of that mission. If that responsible official determines that it is in the best interest of the Government for a contract individual to be removed from post that individual must depart as quickly as transportation will allow.

H.12 STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee performance, competency, conduct, appearance and integrity, and shall be responsible for taking such disciplinary action as may be necessary in a timely manner and providing notice of such to the COR.

All Contractor personnel are expected to adhere to standards of behavior that reflect credit to themselves, their employer, and the U.S. Government. The Contractor will be fully accountable for the conduct of its personnel at post. Contractor personnel assigned to the contract shall observe any special standards of conduct promulgated by the post including instructions regarding business dealings, currency exchange, travel restrictions, restrictions on contacts with country nationals, etc.

- (a) Non-Fraternization Policy -- All Contractor personnel assigned overseas or on TDY are required to obey country-wide non-fraternization policies in effect. The COR may direct Contractor personnel to observe a non-fraternization policy, if a non-fraternization is only partially applied at particular posts.

H.13 TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the COR specified in SECTION G of this contract. As used herein, technical instructions are defined to include the following:

- Directions to the Contractor which suggest pursuit of certain lines of inquiry, changed work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the SOW;

- Guidance to the Contractor that assists in the interpretation of drawings, specifications or technical portions of work description;

- Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to:

- (1) Assign additional work under the contract;
- (2) Direct a change as defined in the "Changes" clause of this contract;
- (3) Increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or
- (4) Change any of the terms, conditions or specifications of the contract.

If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the CO in writing within ten working days after the receipt of any such instruction. The Contractor shall not

proceed with the work affected by the technical instruction unless and until the Contractor is notified by the CO that the technical instruction is within the scope of this contract.

Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work-statement that is not affected by the disputed technical instruction.

H.14 USE OF FACILITIES

The contractor, including subcontractors, shall not use Government facilities, or facilities maintained by the contractor in connection with this contract, for any other purpose other than the performance of this contract.

H.15 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this clause, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including:

- (a) Any warranty or representation made by the Contractor in a proposal as to hardware or software performance, total systems performance, and other physical, design, or functional characteristics of equipment, software package or system, or installation date;
- (b) Any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above, made in any publications, drawings, or specifications accompanying or referred to in a proposal; and
- (c) Any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal.

H.16 GOVERNMENT-FURNISHED EQUIPMENT AND SPACE (ON-SITE) (11/08)

For Contractor personnel performing work on Government premises, the Government will provide on-site office space, furniture, telephone service, and any other necessary supplies and equipment. The contractor shall not use Government-furnished property or services for any purpose other than execution of work under this contract.

The Contractor is strictly prohibited from connecting any devices or equipment that is not Government-furnished to the DOS computer network. The devices include but are not limited to thumb drives and external storage devices. Use of personally-owned computers, cellular devices and other electronic devices shall be in accordance with Departmental regulations and standards for such use in Government premises or as permitted by post guidelines and regulations.

H.17 GOVERNMENT-FURNISHED DATA (05/95)

The Government shall provide to the Contractor the Government - furnished data described in Section J, Exhibit G . The CO may at any time by written order:

- 1) Delete, supersede, or revise; in whole or in part, data listed in paragraph (d) below;
- 2) Add items of data as applicable;
- 3) Establish or revise due dates for items of data or information as applicable.
- 4) If the data listed below or as modified during contract performance are not delivered to the Contractor, the CO shall equitably adjust affected provisions of this contract when:
 - 1) The Contractor submits a timely written request for an equitable adjustment;
 - 2) The facts warrant an equitable adjustment.
- 5) Title to Government-furnished data shall remain with the Government. The Contractor shall use the Government-furnished data only in connection with this contract.
- 6) Drawings and Maintenance Manuals will be furnished onsite to the Contractor after Contract Award.

H.18 GOVERNMENT-FURNISHED MATERIAL (05/95)

- (a) "Material," as used in this clause, means property that may be incorporated into or attached to a deliverable end item, or that may be consumed or expended in performing this contract.
- (b) Notwithstanding any term or condition of this contract to the contrary, the Government will provide all equipment spares available onsite after Contract Award.

H.19 GOVERNMENT-FURNISHED PROPERTY (05/95)

Notwithstanding any term or condition of this contract to the contrary, the Government make available all equipment to be operated and maintained onsite after Contract Award as set forth in this contract.

H.20 SURPLUS MATERIALS.

Unless otherwise specified, 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, the cost of which is not included in the contract price.

- (a) Specified: The government reserves the right to negotiate the purchase of all specialized maintenance equipment and spare parts in inventory not already purchased by the government. A task order will be issued to procure them.
- (b) Declaration of Surplus -- It shall be the Contractor's responsibility at the completion of the project to declare to the appropriate local authorities, as required, any and all surplus imported materials or equipment retained or to be retained in the host country by the Contractor, and shall satisfy any required customs duties, taxes or other charges that become payable. Evidence of such declaration and ratification shall be submitted to the COR before final acceptance of the project.

H.21 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

- (a) Shipment and Customs Clearance -- Costs to be borne by Government. The Contractor is responsible for paying all charges and submits invoices to the Government for reimbursement. Customs duties information is provided herein, incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.
- (b) Duty-free clearance -- The Contractor shall follow the instructions of the COR as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which (1) are imposed on items which are not labeled and processed in accordance with the CO's instructions, (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or (3) are otherwise ineligible for duty-free entry.
- (c) Customs Clearance -- The Government will be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment which are labeled and processed in accordance with the CO's Representative's instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

- (d) Materials destined for use in CAA and core areas must be securely procured, i.e. the contractor shall not disclose to the vendor the ultimate destination (Baghdad U.S. Embassy). Securely procured items must be sent to a DS approved Consolidated Receiving Point for secure shipment to Post and subsequent storage in designated Secure Storage Areas. Inspectable items destined for CAA areas which are eligible for random selection from non-secure supplies, and which will not require secure procurement and shipment, must be pre-authorized by the COR.

H.22 SPECIAL WARRANTIES

- (a) Special Warranty Obligations -- With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
- (1) Obtain all warranties that are required by the Contract documents and those that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of the Government, unless otherwise directed by the CO; and
 - (3) Enforce all warranties for the benefit of the Government, unless otherwise directed by the CO.
- (b) Warranty information -- The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.23 WARRANTY/CERTIFICATE OF MAINTAINABILITY

At any time upon the request of the CO, and prior to final payment under this contract, the Contractor shall provide a certificate of maintainability signed by an officer of the Contractor's organization that states that the equipment that has been maintained under this contract is in good working order, that it has been maintained in accordance with the original equipment manufacturers standards of maintenance and will not require reconditioning prior to acceptance by a new maintenance contractor or the Government.

H.24 GOVERNMENT FURNISHED SERVICES

The following services are currently provided to Contractor personnel who reside on the compound, and may be available to other contractor personnel as necessary. An updated list will be provided to the Contractor upon award by the COR as part of the Letter of Authorization, Synchronized Pre-deployment Operational Tracker (SPOT) system:

- Postal Services (limited) (DPO)

- Billeting
- Commissary (limited)
- Military Exchange (limited)
- Dining Facility (DFACs)
- Government Furnished Meals
- Local Access Badge
- Government Air Transportation (limited)
- Morale, Welfare and Recreation facilities (MWR)
- Resuscitative Care
- Government Ground Transportation (limited)
- Control Access Card (CAC)

H.25 FOREIGN CONTACT REPORTING

All contractors at the project site must adhere to the foreign contact reporting requirements specific to each project site, as briefed by the RSO, which may include all unofficial contact with nationals from specific HUMINT threat countries, the reporting of close and continuing social contact with foreign nationals, co-habitation with foreign nationals, and non-project related personal business and/or financial relationships with any foreign nationals. Reporting of foreign contacts requires filing a DS-1887 form, which can be obtained from the RSO. When completed, the form should be returned to the RSO for any necessary investigative action and for submission to DS/CI. If investigative action results in information of which the contractor should be aware, the reporting contractor will be briefed by the RSO.

H.26 REPORTING MARRIAGE, INTENT TO MARRY, COHABITATION OR OTHER CONTINUING BONDS OF AFFECTION WITH FOREIGN NATIONALS:

Cleared contractor personnel working on DOS contracts must report marriage, impending marriage, cohabitation and other continuing bonds of affection with foreign nationals to the RSO and DS/IS/IND. The appropriate forms and counseling statement will be provided by the RSO for submission to DS/IS/IND. Contractors working domestically can obtain the appropriate forms from their FSO.

H.27 REPORTING ADVERSE FINANCIAL SITUATION AND CERTAIN ARRESTS:

Cleared contractor personnel working on DOS contracts must report to DS/IS/IND, through their Facility Security Officer, wage garnishments, credit judgments, repossessions, tax liens, bankruptcies, and/or intentions to file for bankruptcy. Cleared contractors must also report adverse involvement with law enforcement agencies to include: Arrests, other than minor traffic violations, for which a fine or forfeiture of \$150 or more was imposed; or arrests for “driving under the influence” or “driving while intoxicated.” Arrests must be reported in a timely fashion (i.e., within 72 hours) and must not be delayed pending the conclusion of any judicial action.

H.28. DUAL CITIZENSHIP:

Cleared contractors contemplating applying for citizenship with a foreign country must report this fact to their COR and DS/IS/IND when any act is initiated in furtherance of obtaining foreign citizenship.

H.29 DEPARTMENT ACCESS FOR NON-U.S. CITIZENS

U.S. prime Contractors and U.S. subcontractors that desire to assign non-U.S. citizens to any portion of this contract which requires access to the Department of State OpenNet, Post Local Area Network (LAN), PASS, Work Orders in Windows (WOW) or who will be designated as Operations & Maintenance management/supervisors, must provide non-U.S. citizen personal information and Moderate Risk Public Trust packages to the COR for submission to the RSO. Moderate Risk Public Trust package submission instructions are contained in Section J Exhibit E and should be submitted at least 60 days prior to required access to DOS computer systems. RSO may authorize Post access and access badges based on submission of MRPT package and initial background check. However, no access to DOS computer systems will be authorized until MRPT investigation is favorably completed.

Non-U.S. citizens (local and third country nationals) who do not require access to DOS computers and who will not fill management/supervisory positions must provide personal information and OF-612 "Application for Federal Employment" or other paperwork required by RSO via the COR, for appropriate country background investigations at least 30 days prior to projected access to Post. Upon completion of background check, RSO will issue appropriate badge for access to Post. Citizens of Prohibited Countries cannot be utilized on this contract in any capacity. Government denial of personnel for security reasons can be made without providing the rationale for the denial.

H.30 LOCAL HOST COUNTRY SUBCONTRACTOR(S) AND PERSONNEL

The Contractor is encouraged to hire local nationals to the maximum extent practicable. However, all personnel must ensure that sensitive information is not disclosed to uncleared/unauthorized personnel or the host government. Contractor selection of foreign subcontractors is subject to advance DOS approval. Information concerning potential subcontractors must be submitted to the COR, for review by RSO, at least thirty (30) days prior to projected utilization at Post. Foreign subcontractors will be subject to security screening procedures, as required by the RSO at post. Government denial of subcontractors for security reasons can be made without providing the rationale for the denial.

H.31 POTENTIAL FOREIGN SUBCONTRACTORS

Contractor selection of host and third country national subcontractors must be approved by DOS in advance of their final selection. Information concerning potential foreign subcontractors must be submitted to the COR, for submission to the Regional Security Office, at least thirty days in advance of the date on which the potential subcontractor will commence performance on the site.

Foreign subcontractors will be subject to security screening procedures as required by the RSO. Government denial of subcontractors for security reasons can be made without providing the rationale for the denial. RSO will take into consideration whether proposed companies and/or their management have undesirable associations with terrorist, mafia or organizations/governments which are “hostile to the U.S.”, do not have good standing in the local business community, are owned or operated by those on the Prohibited Countries List, or any other security concerns.

Potential foreign subcontractors (through the prime contractor) will be required to furnish the following information:

- 1) Complete names, dates and places of birth, nationality, citizenship and position title (if appropriate) of:
 - (1) all individuals having ownership of the firm;
 - (2) all key officers of the firm;
 - (3) all key officers who will work on this project.
- 2) Complete business address and telephone number;
- 3) A listing of all major projects in which the firm was involved during the past 3 years; a listing of all projects involving the firm outside of the country in which the firm is based, for the past 5 years.
- 4) Non-US firms owned or operated by firms or citizens on the Prohibited Countries List, will not be approved for use in any capacity. US-based firms, branch offices, or subsidiaries, which are owned by firms or citizens on the Prohibited Countries List, will not be approved for use in any capacity.
- 5) The Prohibited Countries List includes the following countries at time of contract award:
 - Belarus
 - Cuba
 - Iran
 - Israel
 - North Korea
 - Peoples Republic of China
 - Russia
 - Venezuela
 - Vietnam

H.32 DOCUMENT PROTECTION

All documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs including digital format, exposed films, negatives, specifications, scopes of work, lists of

Government Furnished Equipment and any other material received or generated in conjunction with this contract shall be classified, marked and handled in accordance with the Security Classification Guide (SCG) for Design and Construction of Overseas Facilities (dated May 21, 2003) which identifies the specific types of information associated with diplomatic construction projects, and the level of classification for such information. All documents associated with this contract must be protected, transmitted, carried and stored through positive control at all times. Additionally, all classified and unclassified, proposed and actual, construction documents will be marked with a prohibition against duplication or dissemination without prior approval from the COR. All access to such documents shall occur at DOS locations only.

H.33 PROJECT DOCUMENT PROTECTION

- (a) The Contractor shall, in accordance with the SCG and this contract, insure proper classification, handling and transmission of all project documentation. The contractor shall be responsible for bearing any costs resulting from errors determined by CO to be the fault of contractor mishandling, misclassification or improper transmission of classified material.
- (b) All blueprints, drawings, sketches, documents, notes, survey reports, photographs, exposed film, negatives, and any other materials, that pertain to any construction in or proximate to any office building, or involve any security system in a specific technical intelligence threat post regardless of the scope of work or classification, must be sent via diplomatic pouch.
- (c) All blueprints, drawings, sketches, surveys, photographs, exposed film, negatives, notes, reports, and/or any other materials, that pertain to construction in any Controlled Access Area of an office building, or that pertain to any security system at any post, must be sent via diplomatic pouch.

H.34 DOCUMENT REVIEW

Photographs of any diplomatic overseas building or facility must be authorized in advance by the RSO, COR, or SSM, who will establish any controls, limits, and/or restrictions as necessary. Exposed film depicting any Controlled Access Area (CAA) and/or sensitive equipment must be developed in a U.S.- controlled environment. The contractor shall submit all CAA photographs taken by digital cameras and stored on electronic media to the RSO, COR or SSM for review. Written approval for removal from the site must be obtained by the Government reviewer. Any photographs or storage media (memory cards) determined to be classified shall be turned over to the RSO/SSM to forward via classified Diplomatic Pouch. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

H.35 SENSITIVE INFORMATION TRANSMISSION

Transmission of Sensitive But Unclassified (SBU) information and project sensitive information, as identified in the SCG for Design and Construction of Facilities Overseas, via the Internet is prohibited. SBU information can be transmitted via ProjNet, mail, FedEx (or other commercial carrier) or fax, or hand carried by authorized contractor personnel, as outlined in the SCG. Any such transmission must be approved by the COR.

H.36 OFFICIAL DUTY TRAVEL

When it is deemed necessary to take laptops, Personal Digital Assistants (PDAs) (including Blackberrys), cell phones, digital cameras and other electronic media to DOS posts overseas in performance of official duties, the following guidelines must be followed:

- (a) When contractor personnel must hand carry a laptop computer overseas to process or store DOS project and SBU information, the laptop must have its hard drive encrypted using any product on the IT CCB list, or any NIST approved product. Currently, PointSec 4.1 with 3Des or McAfee Endpoint Encryption for PCs Client (formerly SafeBoot Client) Version: 4.2 are DS authorized hard drive encryption products. An overwrite utility software must be used to remove all previous data in the following manner: A first overwrite pass using the number '1'; A second overwrite pass using the number '0'; and a third overwrite pass using ANY character. PDAs used to store and transport project related data must also be encrypted using NIST approved encryption. Classified information is not authorized for transmission/storage on laptops, PDAs or digital cameras.
- (b) Laptops, PDAs, Blackberrys, digital camera and any other electronic media which contain project information MUST be hand carried at all times. This equipment shall NOT be checked with luggage. It must remain in the carrier's possession at all times. PD/SSM may require review and approval of plans to hand carry any electronic items, such as laptops, containing SBU off the site. PD/SSM may require a briefing acknowledgement to be signed prior to approval to hand carry laptops or electronic media off the site for any reason. Any SBU taken off the site must remain in the physical possession of the carrier at all times. Any loss or compromise of electronic media containing project information must be reported to the PD/SSM and DS/IS/IND immediately.

H.37 CLASSIFIED MATERIAL TRANSMISSION

- (a) Contractors are not authorized to hand carry classified material overseas. Project related classified material that will be required at post must be delivered to COR for transmission to post by Diplomatic Pouch or authorized DOS courier. Project related classified material generated while at overseas posts must be delivered to RSO for transmission to DOS by Diplomatic Pouch or authorized DOS courier. Secure fax can be utilized when

coordinated with RSO. No classified material will be transmitted to any contractor facility in the United States.

- (b) All project related working papers and waste generated while overseas shall be retained for storage, disposal or diplomatic pouch transmission by RSO or Post Sponsor or if SBU or unclassified, may be hand-carried back to contractor facility for storage/disposal.
- (c) All project related working papers/drawings shall be reviewed by RSO, SSM or designated contractor document security manager to ensure that classified material has not been generated and is not hand-carried back to contractor facility.
- (d) Avoid discussing mission and post activities while not on post, to include in hotel rooms, restaurants and all other public places. Eavesdroppers can pick up small pieces of information from conversations and add to other information to get a clearer picture of our operations, missions and vulnerabilities at post.
- (e) Any contact with host or third country nationals that seems suspicious (such as an inordinate amount of curiosity as to the purpose of presence in country) shall be reported immediately to the RSO or Site Security Manager (SSM) and to the Facility Security Officer (FSO) upon return to the U.S. The FSO shall then report suspicious contact to the Defense Security Service Industrial Security Representative and DS/IS/IND. In addition, contact reporting requirements specific to each post, as directed by RSOs must be adhered to.

H.38 THUMB DRIVES, JUMP DRIVES AND OTHER PORTABLE STORAGE DEVICES.

Downloading SBU information onto thumb drives, jump drives or other portable storage devices onto which project information can be downloaded, is prohibited unless specifically authorized in writing by the Post on-site Security Manager. Authorized users must have a briefing and sign a briefing acknowledgement regarding their responsibility to safeguard such media. Any loss or compromise of storage device containing project information must be reported to the Post on-site Security Manager and DS/IS/IND immediately.

H.39 GOVERNMENT LIABILITY AND INSURANCE

No Government indemnity or insurance will be provided for the services provided by this contract. The contractor will assume risk for their personnel and facilities at the site.

The government assumes the risk for all equipment, facilities, and supplies bought by the contractor and delivered to the Embassy site and man camps because it is government property upon delivery. The contractor will remain liable for loss of assets due to contractor negligence.

H.40 COMPUTER EQUIPMENT IN CONTRACTOR OFFICES AT THE SITE.

- (a) Contractor site office individual computer hard drives and server hard drives must be encrypted using any product on the IT CCB list, or any NIST approved product. Currently, PointSec 4.1 with 3Des or McAfee Endpoint Encryption for PCs Client (formerly SafeBoot Client) Version: 4.2 are DS authorized hard drive encryption products. Contractor site office computers, copiers, scanners and all other electronic media shall be password protected to prevent unauthorized use, access and downloading of SBU and project sensitive information by unauthorized users. Site offices containing computers and printed SBU information should be locked against unauthorized access when not in use. A copy of the key should be available to the RSO at all times.
- (b) Contractor site office computers, copiers, scanners and all other electronic media (to include storage media such as thumb drives) utilized to process and store unclassified and Sensitive But Unclassified project information shall be sanitized of all information prior to removal from the site, and prior to sale or disposal. Completion of this requirement will be certified to the COR as part of the closeout procedures.
- (c) Prior to removal, sale or disposal, information stored in computer drives can be sanitized in the following manner:

BCWipe is a freeware utility program that can be searched for on the internet. Execute the BCWipe program against all files in storage. Once that is complete, BCWipe will lead you to overwrite all remaining free space on the drive and then defrag the files on the drive.

CDs and other storage media which cannot be sanitized must be returned to the prime contractor's facility for appropriate storage or destruction.

H.41 DOCUMENTATION CONTROL

All DOS related classified and SBU working papers and waste generated while overseas shall be retained for secure storage, disposal or diplomatic pouch transmission by RSO or COR. Only SBU and unclassified project documentation may be hand carried back to contractor facility for storage/disposal. Contractor shall maintain positive, personal control over documentation at all times.

H.42 SAFEGUARDING AND RELEASE OF CLASSIFIED AND SENSITIVE BUT UNCLASSIFIED INFORMATION

The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the CO.

All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S.

Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company or personal websites or blogs, without the prior written authorization of the CO.

These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

H.43 LEGAL DISPUTES

The contractor shall notify the CO if any legal dispute arises between the contractor and any subcontractor or vendor pertaining to performance on this contract which could potentially result in disclosure of any information related to design, construction or maintenance of a diplomatic facility overseas. Legal disputes include legal actions submitted to civil, criminal, local or federal courts, as well as disputes submitted to arbitration or mediation.

This responsibility to notify the CO shall not cease upon the expiration or termination of this contract. The Contractor hereby agrees to be responsible for all costs associated with the release, whether authorized or unauthorized, of "Classified" or "Sensitive but Unclassified" information for which the Contractor or a subcontractor at any level is responsible, including releases associated with legal disputes, and agrees to fully indemnify the government for any expense that the government incurs as a result of the release or use of "Classified" or "Sensitive but Unclassified" information including all costs associated with steps taken by the government to mitigate exposure in anticipation of the use of "Classified" or "Sensitive but Unclassified" information in legal disputes and/or costs which result from mitigation of the release of "Classified" or "Sensitive but Unclassified" information.

This indemnity agreement made herein by the Contractor includes all disputes with, between, and among the contractor and any party and the contractor's subcontractor's, to the lowest tier and any party. This agreement by the Contractor to fully indemnify the government shall not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all subcontracts.

H.44 PUBLIC RELEASE OF INFORMATION

There shall be no press release of information or photographs concerning any aspect of the design, construction, or other services relating to this contract, or other documents resulting there from, without the written prior approval of the CO. The Contractor shall include the substance of this provision in all subcontracts hereunder.

H.45 DOCUMENTS - OWNERSHIP AND USE

- (a) Ownership -- All specifications, drawings, and copies thereof, and models, are the property of the Government.

- (b) Use and Return -- Unless otherwise provided in the contract, the documents described above are not to be used by other than the Contractor on other work and, with the exception of the signed contractor set, additional copies thereof provided to or made by the Contractor are to be returned or suitably accounted for by the Contractor upon final completion of the work.

H.46 GOVERNING LAW

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

H.47 RESERVED

H.48 LAWS AND REGULATIONS

- (a) Compliance Required -- The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the facilities without the permission of the CO. Unless otherwise directed by the CO, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the CO of the conflict and of the Contractor's proposed course of action for resolution by the CO. The Contractor shall provide on a monthly basis an environmental waste report which describes any occurrence of and disposal of hazardous waste encountered during performance of this contract and any resulting delivery orders issued herein.
- (b) Labor, Health and Safety Laws and Customs -- The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.
- (c) Subcontractors -- The Contractor shall give written assurance to the CO that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.
- (d) Evidence of Compliance -- Proper documentation and evidence satisfactory to the CO of compliance with this clause shall be submitted by the Contractor at such times as directed by the CO.

H.49 RESPONSIBILITY OF CONTRACTOR

- (a) Damage to Persons or Property. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall

take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

- (b) Responsibility for Work Performed. The Contractor shall be responsible for all materials delivered and work performed, except for any completed unit of work which may have been accepted in writing under individual task orders.

H.50 MAINTENANCE OPERATIONS

(a) Operations and Storage Areas

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

(b) Use of Premises

- (1) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.
- (2) Requests from occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the COR for determination.
- (3) 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 COR.

H.51 SAFETY

- (a) Accident Prevention -- The Contractor shall provide and maintain work environments and procedures which will:

- (1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- (2) Avoid interruptions of Government operations and delays in project completion dates; and
- (3) Control costs in the performance of this contract.

- (b) For these purposes, the Contractor shall:

- (1) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
 - (2) Ensure that any additional measures the COR determines to be reasonably necessary for this purpose are taken.
- (c) 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 or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the COR.
- (d) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.
- (e) Written Program. Before commencing the work, the Contractor shall:
- (1) Submit a written proposal for implementing this clause; and
 - (2) Meet with the COR to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (f) The COR 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 at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action.

If the Contractor fails or refuses to promptly take corrective action, the COR may issue an order stopping 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 stop work order issued under this clause.

H.53 SUBCONTRACTORS AND SUPPLIERS

- (a) Small Businesses – As presented in H.30, the Government encourages the recruiting and hiring of Local Iraqi Nationals for this contract, as well as the procurement of material and services from local and regional sources. However, in instances where the appropriate skillsets or services cannot be found or developed locally, the Government encourages the Contractor to enter into subcontractor or supply arrangements with American small business, as defined in FAR 19.704 and DOSAR 652.219-70 Department of State Subcontracting Goals.
- (b) Claims and Encumbrances -- The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this

- contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefore by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.
- (c) Approval of Subcontractors -- Review and approval. The Government reserves the right to review proposed subcontractors for a period of five (5) work days before providing notice of approval or rejection of any or all subcontractors.
- (d) Rejection of subcontractors -- The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the CO, 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.54 CONTRACTOR PERSONNEL REMOVAL

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The CO may require, in writing, that the Contractor remove from the work any employee that the CO deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the CO to be contrary to the Government's interests.

H.55 MATERIALS AND EQUIPMENT

- (a) Selection and Approval of Materials
- (1) Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
- (2) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the COR, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the COR. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all

shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

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

H.56 RESERVED

H.57 SPECIAL WARRANTIES

- (a) Special Warranty Obligations -- Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, FAR 52.246-21, "Warranty of Construction", insofar as they do not conflict with the provisions of such special warranties.
- (b) Warranty Information -- The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.58 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the CO of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the CO shall have the right to order the Contractor to stop or suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause. See FAR 52.242-14, Suspension of Work, in Section I.

H.59 CONTRACTOR INVENTORY PROGRAM

The Contractor shall establish a plan to include written maintenance, use, and inventory programs for all property, equipment, and materials used in performance of the contract. The inventory system shall ensure that preventive maintenance spare parts are in stock when needed. This includes both Contractor furnished materials and Government furnished property. Use procedures shall ensure that the property, equipment, and materials, will be used only for those

purposes authorized in the contract. The inventory program shall include procedures for conducting physical inventories, including scheduling, responsibilities, and recordkeeping, for all property, equipment and materials used by the Contractor. Negligent use of Government furnished property that results in damage or destruction is cause for repair or replacement at the Contractor's expense.

H.60 SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT)

In accordance with Paragraph (g) of FAR 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 the Synchronized Predeployment and Operational Tracker (SPOT). The Contractor shall, before deployment, or if already in the designated operational area, upon becoming an employee under the contract, enter 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.

H.61 SECURITY CLEARANCE REQUIREMENTS

- (a) Qualification for award of this classified contract is contingent upon possession, of a Top Secret Facility Security Clearance:
- (1) A facility security clearance at the TOP SECRET level is required for contract performance in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification, attached to this solicitation.
 - (2) Personnel requiring access to classified information or Controlled Access Areas (CAAs) must possess a Secret or Top Secret personnel security clearance issued by the Defense Industrial Security Clearance Office (DISCO) prior to contract performance (see Section J, Exhibit H). Individual clearances shall be maintained for the duration of employment under this contract, or until access requirements change. All other contractor personnel must be issued favorable Moderate Risk Public Trust (MRPT) as described in H.61(b) below.
 - (3) Performance of this contract shall be in accordance with the attached DD Form 254, Department of Defense Contract Security Classification Specification, in accordance with FAR 52.204-2 "SECURITY REQUIREMENTS," as applicable.
- (b) The Contractor shall:
- (1) Obtain a DOS building pass for designated employees performing under this contract who will require frequent and continuing access to DOS facilities in accordance with DOSAR 652.204-70, Department of State Personal Identification Card Issuance Procedures. If a post-issued badge is required instead, the contractor must adhere to all post requirements prior to the issuance of the badge.

- (2) Safeguard and dispose classified material received or generated in the performance of this contract in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M) and contract requirements contained in this section.
- (3) Contractor personnel shall possess personnel security clearances commensurate with their level of access. Personnel who do not require personnel security clearances must be vetted in one of the following manners prior to contract performance: U.S. personnel who do not require a personnel security clearance must be issued a favorable Moderate Risk Public Trust (MRPT) determination by the Bureau of Diplomatic Security (DS); Third Country Nationals must be issued a favorable MRPT by DS; Local national personnel shall be vetted in accordance with Post vetting standards. MRPT Procedures can be found in Section J Exhibit E.
- (c) The Government shall issue identity cards to approved Contractor personnel. These personnel shall display their identity cards at all times when in a Government facility. The Contractor shall maintain a record of the identity cards which have been issued and provide this record to the COR upon request. The Contractor will notify the COR if an identity card is lost or stolen. The Contractor shall be responsible for retrieving all identity cards from employees prior to their departure time or termination date when the employee is no longer performing services under this contract, or at the request of the Government. The Government reserves the right to deny access to U.S. Government facilities to any individual.
- (d) Classified material will not be generated at the prime Contractor or any subcontractor's physical locations. All access to (or generation of) classified information will occur at DOS locations only, domestically and at Post, on DOS approved equipment only.
- (e) The prime Contractor and all subcontractors will submit a Visit Authorization Request (VAR), for all cleared personnel assigned to travel to post, visit DOS domestically on matters relating to the contract, or as otherwise requested by the U.S. Government. The visit requests must be submitted to the Bureau of Diplomatic Security, DS/IS/IND, via facsimile at (571) 345-3000 or via e-mail to DS_IND_ContractorVARS@state.gov. A copy of the JCAVS Person Summary must be attached to the visit request. DS/IS/IND is the only authorized recipient of the JCAVS Person Summaries at DOS. Contractors will not be badged, or admitted to DOS facilities, until VARS have been received and processed.
- (f) The prime Contractor must request a DD Form 254 for all subcontractors requiring access to classified information domestically or at the site, or any access to Controlled Access Areas at the site. Requests for DD Forms 254 must be forwarded to DS/IS/IND via e-mail to the point of contact listed on Item 13 of the DD Form 254 or via facsimile at (571) 345-3000, for signature and approval, prior to subcontractor access to any classified information or deployment to the site. DD Forms 254 issued by DS/IS/IND will be forwarded to the prime contractor for distribution to subcontractors.

- (g) The Contractor and all subcontractors must comply with all Department of State (DOS) and Defense Security Service (DSS) requirements relating to the protection of classified and Sensitive But Unclassified (SBU) information and cooperate fully in all security matters that may arise relating to this contract.
- (h) The loss, compromise, or suspected compromise or loss of any classified information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs) or ANY information which may adversely affect the security interests of the United States, must be immediately brought to the attention of the CO or COR and DS/IS/IND.
- (i) All U.S. citizens possessing a security clearance will be required to attend Contractor-provided security briefings regarding policies and procedures for the protection of classified and specifically designated sensitive information.
- (j) Upon arrival at an overseas Post, all U.S. personnel will be required to attend initial and subsequent periodic security briefings by the responsible Site Security Manager (SSM)/Regional Security Officer (RSO), or designee. Debriefings may be requested by Diplomatic Security, either at post prior to departure and/or at the contractor's location.
- (k) Special Reporting Requirements -- The following reporting requirements are applicable to all cleared contractors. The reporting requirements are summarized below. Contractor Facility Security Officers (FSO) are required to brief these requirements to their cleared contractors.
- (l) Personal (unofficial) travel outside of the project country -- Cleared contractor personnel must report all unofficial travel to the Post on-site Security Manager one week prior to departure. He/she will arrange appropriate travel briefings/debriefings through the RSO when the itinerary includes transit through or visit to a specific Human Intelligence (HUMINT) threat country. Domestically, contractors should report unofficial travel which includes transit through or visit to a specific HUMINT threat country to DS/IS/IND.
- (m) Suspicious Contact Reports (SCRs) -- Any contact with host or third country nationals that seems suspicious (such as undue curiosity as to the purpose of presence in country, requests for information regarding the project or project personnel), or attempts to establish suspicious recurring contact beyond routine professional or personal services, shall be reported immediately to the COR and RSO. Reporting of suspicious contacts requires filing a DS-1887 form, which can be obtained from the RSO. When completed, the form should be returned to the RSO for any necessary investigative action and for submission to DS/CI. Additionally, the company FSO shall submit a Suspicious Contact Report to their Defense Security Service Industrial Security Representative (in accordance with the NIPSOM) and DS/IS/IND.

H.62 KEY PERSONNEL

- (a) The Contractor shall assign key personnel as specified under each task order .

- (b) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first 150 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.
- (c) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
- (1) an explanation of the circumstances necessitating the substitution;
 - (2) a complete resume of the proposed substitute; and
 - (3) any other information requested by the Contracting Officer to enable him to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.63 PERFORMANCE MANAGEMENT

The Contractor shall establish the structures, processes, plans, schedules, reporting requirements, communication channels, and quality control necessary to ensure successful completion of all contract requirements.

GENERAL

Contractor personnel will be responsible for ensuring all services provided are in accordance with Government and DS-approved SOPs, industry-leading standards and fully account for DS and customer assets. Contractor personnel shall provide deliverables that are clear, concise, technically accurate and complete in order to meet periodic COR reporting requirements. No required personnel position shall be left vacant for longer than two weeks.

PROGRAM MANAGEMENT

The Contractor shall develop and institute an experienced Program Management Office (PMO) that will be responsible for fully understanding and immersing the contractor into the DOS culture and mission. The PMO will be responsible for overall contract performance, team communication, work order management, and regular interface with the DOS in order to provide insight into issues, solutions to problems, and minimize costs.

The Contractor will be responsible for the development, maintenance, and execution of a Program Management Plan that addresses staffing, communication, quality and cost control, and risk management. The Contractor shall make periodic updates to the Contract Management Plan

when advised by the COR. The feedback shall be documented in a uniform format utilizing consistent nomenclature in a format approved by the COR.

H-64 ASSOCIATE CONTRACTOR AGREEMENT (APR 2008)

- (a) The Contractor shall enter into Associate Contractor Agreements (ACAs) for any portion of the task order requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the successful operation of the Embassy Compound, which shall ensure the greatest degree of cooperation to meet the terms of the contract/task order. The agreements shall provide for the timely, free and direct exchange of information and data necessary to the performance of this contract/task order and shall be structured to ensure effective communication between counterparts at all levels from the senior corporate management to working technical staff.
- (b) ACAs shall include the following general information:
 - (1) Identify the associate contractors and their relationships.
 - (2) Identify the program involved and the relevant Government contracts/task orders of the associate contractors.
 - (3) Describe the associate contractor interfaces by general subject matter.
 - (4) Specify the categories of information to be exchanged or support to be provided.
 - (5) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.
 - (6) Include the expiration date (or event) of the ACA.
- (c) A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating contractors.
- (d) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.
- (e) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.
- (f) Agreements may be amended as required by the Government during the performance of this contract.
- (g) All costs associated with the agreements will be allocated to the Program Management Office Task Order.

H.65 ORDERING PROCEDURES (11/96)

- (a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery order or task orders hereunder: Department of State Contracting Officer.
- (b) Orders placed under this contract shall contain the following information:
 - (1) Date of order;
 - (2) Contract number and order number;
 - (3) Item number and description, quantity, and unit price;
 - (4) Delivery or performance date;
 - (5) Place of delivery or performance (including consignee);
 - (6) Packing, packing, and shipping instructions, if any;
 - (7) Accounting and appropriation data;
 - (8) Security clearance level (s), applicable to the order, if any; and
 - (9) Any other pertinent information.
- (c) Issuance of orders by facsimile is authorized in accordance with FAR 52.216-18 "ORDERING."

H.66 TASK ORDERS

Beyond Task Order for PMO and the Sample Task for OMSS EC Baghdad, task orders will be used for new requirements within the scope of the IDIQ contract. This may include expansion to new structures or facilities within the Embassy Compound or to take over O&M services at other sites within Iraq. The below procedure is to be followed:

- (a) Task Order Requests shall be issued in writing to the Contractor by the Contracting Officer or the Contracting Officer's Representative (COR) and will describe the specific support required by the Department of State. A Task Order Request is a request for proposal; it is not a Task Order and does not authorize performance.
- (b) Each Task Order Request shall include, at a minimum:
 - (1) A detailed description of the Work to be performed;
 - (2) Applicable Specifications, Government Furnished Properties and other documents;
 - (3) Reporting, briefings, and/or other deliverable requirements;
 - (4) Due date for proposal submission;
 - (5) Contract type(s);
 - (6) Place of performance;
 - (7) Period of performance or required completion date;
 - (8) Quantities required;
 - (9) Any additional instructions for proposal submission not contained in this section.
 - (10) Any other information deemed appropriate by the Contracting Officer.
- (c) The Contractor shall submit to the CO a written technical proposal and a separate cost proposal within the specified working response days included in the Task Order Request.

- (d) FAR 52.216-1 Type of Contract -- This is an indefinite-delivery, indefinite-quantity (IDIQ) contract. The Government contemplates award of fixed-price type task orders to the maximum extent practicable for operations and maintenance services, minor constructions, expansions, upgrades, and modifications.
- (e) The price section shall contain in part, depending on the contract type of the contemplated task order, the applicable provisional billing indirect cost rates and firm-fixed-unit-prices negotiated in the contract. Certified cost or pricing data, as defined in FAR Subpart 15.4, will not be required if an exception identified in FAR 15.403-1 or 15.403-2 applies.
- (f) In the price section, for fixed-price arrangements (i.e., task orders or line items in a task order), the Contractor shall submit the following:
- CLIN
 - Sub-CLIN
 - Facility Description
 - Negotiated firm-fixed-unit-price(s)
 - Proposed units
 - Description of each supply
 - Proposed unit cost for each supply
 - Unit of measurement for each supply
 - Proposed units
 - Applicable indirect cost rate(s) description
 - Proposed applicable indirect cost rate(s)
 - Proposed indirect cost(s)
 - Proposed profit percentage
 - Proposed profit dollar amount
 - Subtotal
- (g) In the price section, for each direct labor cost under labor-hour arrangements and under the time portion of time-and-materials arrangements, the Contractor shall submit the following:
- CLIN
 - Sub-CLIN
 - Contract-specified labor category (if applicable)
 - Internal labor category
 - Proposed fixed fully-loaded hourly labor rate
 - Estimated hours
 - Subtotal
- (h) In the price section, for each direct labor cost under cost-reimbursement arrangements and the materials portion of time-and-materials arrangements, the Contractor shall submit the following:

- CLIN
 - Sub-CLIN
 - Contract-specified labor category (if applicable)
 - Internal labor category/employee title
 - Name of employee
 - Estimated unloaded hourly labor rate
 - Estimated hours
 - Applicable provisional billing indirect cost rate description
 - Negotiated applicable provisional billing indirect cost rate(s)
 - Provisional billing indirect cost
 - Subtotal
- (i) In the price section, for each direct non-labor cost/other direct cost (ODC) under cost-reimbursement arrangements and each material [as defined in FAR 52.232-7(b)(1)(ii)(A), (B), and (C) (Payments under Time-and-Materials and Labor-Hour Contracts)] under the materials portion of time-and-materials arrangements, the Contractor shall submit the following:
- CLIN
 - Sub-CLIN
 - Description of the ODC or material
 - Estimated unit cost
 - Unit of measurement
 - Estimated units
 - Applicable provisional billing indirect cost rate description
 - Negotiated applicable provisional billing indirect cost rate(s)
 - Provisional billing indirect cost
 - Subtotal
- (j) In the price section, for travel costs under any arrangement, the Contractor shall submit the following:
- CLIN
 - Sub-CLIN
 - Contract-specified labor category (if applicable)
 - Internal labor category
 - Traveler name (if known)
 - Title of traveler or relationship of traveler to Contractor (if traveler is known)
 - Purpose of trip
 - Proposed/estimated dates of travel (if known)
 - Proposed/estimated number of days of travel
 - Origin
 - Destination

- Proposed/estimated airfare or train fare
- Proposed/estimated lodging cost per night
- Lodging per diem, as indicated in FTR, JTR, or DSSR
- Proposed/estimated meals and incidental expenses (M&IE) cost per day
- Meals and incidental expenses (M&IE) per diem, as indicated in FTR, JTR, or DSSR
- Proposed/estimated ground transportation cost per day
- Proposed/estimated parking cost per day
- Proposed/estimated tolls cost per day
- Subtotal

The Contractor shall note that, pursuant to FAR 31.205-46(a)(1), the contractor's costs for lodging, and meals and incidental expenses may be based on actual costs incurred, per diem, or a combination thereof, as long as the method used results in a reasonable charge. Similarly, the contractor's costs for transportation may be based on actual costs incurred, mileage rates, or a combination thereof, as long as the method used results in a reasonable charge. The Contractor shall note in its proposal the respective methods used and/or intended to be used.

Pursuant to FAR 47.402, 47.403, and the Fly America Act, the Contractor shall use a U.S.-flag air carrier service unless specific conditions exist. If such conditions exist under a fixed-price arrangement (i.e., task order or line item in a task order), the Contractor shall submit with its task order proposal a memorandum explaining why it does not intend to use a U.S.-flag air carrier service. Inclusion of such costs in the awarded fixed-price is contingent upon Government acceptance of such explanation.

- (k) In the price section, for Post Hardship Differential Pay and Danger Pay costs under any arrangement, the Contractor shall submit a breakdown of the proposed/estimated costs.
- (l) In the price section, for DBA Insurance costs under any arrangement, the contractor shall submit the following:
 - a. Each applicable contract-specified labor category
 - b. Each covered employee name
 - c. Each covered employee title/internal labor category
 - d. Each covered employee designation (i.e., U.S. citizen, U.S. resident, hired in U.S. or its possessions, local national, or third-country national)
 - e. Number of proposed/estimated hours per covered employee
 - f. Proposed/estimated unloaded hourly labor rate per covered employee
 - g. Each "other taxable compensation" description(s) per covered employee
 - h. Each proposed/estimated "other taxable compensation" cost per covered employee
 - i. DBA Insurance rate

j. Subtotal

“Other taxable compensation” is compensation considered by the Internal Revenue Service as gross income for income tax purposes (e.g., Bonus, Post Hardship Differential Pay, and Danger Pay).

- (m) The COR, contract specialists, and other appropriate personnel shall review the proposal and forward their written recommendations to the Contracting Officer. Following successful negotiation of the Contractor's proposal, the Contracting Officer shall issue a written Task Order to the Contractor providing the necessary funding and authorizing the Contractor to begin work.
- (n) The Government shall not be obligated to pay the Contractor any amount in excess of the total Task Order amount, and the Contractor shall not be obligated to continue performance (for other than fixed-price contracts) if to do so would exceed the total Task Order amount.
- (o) Separate task orders will be issued for expansion, upgrade, and or modification (EUM) activities within a site (e.g. EC Baghdad) and to include any future option period prices when requested for the new work. Sixty (60) days prior to the start of the next option period, the Contractor shall provide a proposal to rebaseline the site's total cost and update the PWS administratively, by combining all task orders occurred during the performance period for to the specific site.

Task Order Award

- (1) The Contracting Officer may complete evaluation of the task order proposal without negotiations. The Contracting Officer, as part of the evaluation, may enter into negotiations with the Contractor.
- (2) The Contracting Officer may issue a task order upon completion of the task order proposal evaluation and any negotiations.
- (3) The Contracting Officer reserves the right to withdraw or cancel the proposed task order in the event issues pertaining to a proposed task order cannot be resolved to the satisfaction of the Contracting Officer. The Contracting Officer will notify the Contractor, via letter or email, of the decision. The decision shall be final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."
- (4) The Contracting Officer reserves the right to procure the services specified in a Task Order Request from other vendors in the event the evaluation and any subsequent negotiations fail to result in the award of a task order.

Commencement of Performance

- (1) The task order may be transmitted to the Contractor on a form SF-1449. Services placed through a task order will generally be required to begin no later than 30 days after execution of the task order unless otherwise specified.

- (2) Failure to begin performance within the time frame mentioned above may result in termination of the task order and reconsideration of the other task order proposals under evaluation. The Government reserves the right to terminate the contract for default if the Contractor fails to begin performance.

H.67 UNILATERALLY ISSUED TASK ORDERS

- (a) In instances where the Government's interests demand that the contractor be given a binding commitment so that work can start immediately, or there is not a enough time to negotiate a definitive Task Order, the Government reserves the right to unilaterally issue the Task Order. Upon receipt of such orders, the Contractor shall proceed with performance of the work, including purchase of necessary materials. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive Task Order that will include
 - (1) All clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the unilaterally issued task order,
 - (2) All clauses required by law on the date of execution of the definitive contract, and
 - (3) Any other mutually agreeable clauses, terms, and conditions.
- (b) The Contractor agrees to submit a fixed-price proposal and cost or pricing data supporting its proposal. All Task Orders will be definitized no later than 60 days after issuance. If agreement on a definitive Task Order to supersede the unilaterally issued Task Order is not reached within 60 days, or within any extension of it granted by the Contracting Officer, the Contracting Officer may determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause.
- (c) In any event, the Contractor shall proceed with completion of the Task Order. After the Contracting Officer's determination of price or fee, the Task Order shall be governed by-- All clauses required by the FAR on the date of execution of this unilaterally issued task order for fixed-price contracts, as determined by the Contracting Officer All clauses required by law as of the date of the Contracting Officer's determination; and Any other clauses, terms, and conditions mutually agreed upon.
- (d) To the extent consistent with this section, all clauses, terms, and conditions included in this unilaterally issued task order shall continue in effect, except those that by their nature apply only to a unilaterally issued task order.

H.68 PERFORMANCE

- (a) Following execution of the task order, technical clarifications may be issued in writing at any time by the COR to amplify, or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order, which will impact the cost, schedule or deliverables content of the baseline, work plan.

- (b) In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the Contracting Officer to reflect modifications to tasking. The Contractor is responsible for revising the proposal to reflect task order modifications within five (5) working days following negotiation or issuance of a modification of the task order.
- (c) Task orders may be placed during the period of performance of the contract, as identified in Section F. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices.

H.69 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) Authority: The Contracting Officer shall appoint individuals to act as Contracting Officer's Representatives (CORs), for general supervision, inspection, testing, and such other purposes as are deemed necessary for this contract. The CORs are designated the authority to act for the Contracting Officer in matter concerning technical clarification and inspection of performance. The COR is authorized to accept the Contractor's performance under the contract, including preparation of receiving reports and the authorization of progress payments when appropriate. The CORs will coordinate all work with the Contractor and review Contractor's performance at significant stages of its development. Alternate CORs are designated by the Contracting Officer as COR representatives to assist in the discharge of COR responsibilities when the COR is unable to be directly in touch with the contract work.
- (b) Limit on Authority: The CORs cannot alter or modify the specifications or contract terms and conditions, or waive the Government's requirements as to price, delivery, or other terms and conditions of the contract. Any changes in these conditions must be authorized in writing, by the Contracting Officer.
- (c) Responsibilities - The responsibilities of the CORs and Alternate CORs include, but are not limited to:
 - (1) Recommending deductions for contract payment for hours not worked;
 - (2) Advising the Contracting Officer of nonperformance or unsatisfactory performance;
 - (3) Advising the Contracting Officer of any factors that may cause delay in performance of work.
 - (4) Reviewing and approving invoices for payment.
- (d) Recordkeeping requirements - The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain as a minimum, the following items:
 - (1) The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR. These forms will be supplied to advise the

- Contractor of service requests and to document the performance of all work, including emergency work.
- (2) 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 unscheduled and emergency services only.
 - (3) Documentation of any complaints from Post personnel or unusual incidents which may have taken place during the visit to the site.
 - (4) If goods are being imported and a Value Added Tax or duty will have to be paid on them. Value Added Tax (VAT) should be identified as a separate line item. The contractor shall also reflect VAT as a separate charge on the invoice submitted.

H.70 RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (February 28, 2012)

1. 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. 3 .
- 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.

DRAFT

SECTION I – CONTRACT CLAUSES

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.acquisition.gov/far

DOSAR: www.statebuy.state.gov/DOSar

Clause	Title	Date
52.202-1	Definitions	Jan 2012
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Sept 2006
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
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-13	Contractor Code of Business Ethics and Conduct	Apr 2010
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-7	Central Contractor Registration	Feb 2012
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Feb 2012
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Dec 2010
52.215-2	Audit and Records – Negotiation	Oct 2010
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications	Aug 2011
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications	Oct 2010
52.215-14	Integrity of Unit Prices	Oct 2010
52.215-15	Pension Adjustments and Asset Reversions	Oct 2010

52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Jul 2005
52.215-19	Notification of Ownership Changes	Oct 1997
52.215.21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data— Modifications	Oct 2010
52.215-23	Limitations on Pass-Through Charges	Oct 2009
52.216-7	Allowable Cost and Payment	June 2011
52.216-8	Fixed Fee	June 2011
52.216-11	Cost Contract – No Fee	Apr 1984
52.217-8	Option to Extend Services	Nov 1999
52.219-8	Utilization of Small Business Concerns	Jan 2011
52.219-9	Small Business Subcontracting Plan (Alt II)(Oct 2001)	Jan 2011
52.219-16	Liquidated Damages – Subcontracting Plan	Jan 1999
52.222-2	Payment for Overtime Premiums	Jul 1990
52.222-19	Child Labor- Cooperation with Authorities and Remedies	Jul 2010
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Mar 2007
52.222.35	Equal Opportunity For Veterans	Sep 2010
52.222-29	Notification of Visa Denial	June 2003
52.222-36	Affirmative Action for Workers with Disabilities	Oct 2010
52.222-37	Employment Reports Veterans	Sep 2010
52.223-3	Hazardous Material Identification and Material Safety Data (Alt I) (Jul 1995)	Jan 1997
52.223-5	Pollution Prevention and Right-to-Know Information (Alt I)(May 2011)	May 2011
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	May 2011
52.223-11	Ozone-Depleting Substances	May 2001
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-15	Energy Efficiency in Energy-Consuming Products	Dec 2007
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.225-14	Inconsistency Between English Version and Translation of Contract	Feb 2000
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission	Mar 2008

	Outside the United States	
52.227-1	Authorization and Consent	Dec 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Dec 2007
52.227-3	Patent Indemnity	Apr 1984
52.227-14	Rights in Data—General	Dec 2007
52.228-3	Worker’s Compensation Insurance (Defense Base Act)	Apr 1984
52.228-5	Insurance—Work on a Government Installation	Jan 1997
52.230-2	Cost Accounting Standards	Oct 2010
52.230-6	Administration of Cost Accounting Standards	Jul 2010
52.232-1	Payments	Apr 1984
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts	Feb 2007
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	Oct 2010
52.232-18	Availability of Funds	Apr 1984
52.232-20	Limitation of Cost	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2008
52.232-25	Prompt Payment (Alternate I)	Oct 2008
52.233-33	Payment by Electronic Funds Transfer- Central Contractor Registration	Oct 2003
52.233-1	Disputes	July 2002
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.236-5	Material and Workmanship	Apr 1984
52.236-12	Cleaning Up	Apr 1984
52.236-14	Availability and Use of Utility Services	Apr 1984
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-3	Penalties for Unallowable Costs	May 2001
52.242-4	Certification of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	Apr 1984

52.243-1	Changes – Fixed-Price (Alt II)(Apr 1984)	Apr 1987
52.243-2	Changes – Cost-Reimbursement (Alt II)(Apr 1984)	Aug 1987
52.243-3	Changes – Time-and-Materials or Labor-Hours	Sept 2000
52.244-2	Subcontracts	Oct 2010
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Dec 2010
52.245-1	Government Property	Aug 2010
52.245-9	Use and Charges	Aug 2010
52.246.21	Warranty of Construction	Apr 1984
52.246-25	Limitation of Liability – Services	Feb 1997
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	Apr 1984
52.247-63	Preference for U.S. – Flag Air Carriers	June 2003
52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels	Feb 2006
52.248-1	Value Engineering	Oct 2010
52.249-2	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.249-6	Termination (Cost Reimbursement) (Alt IV)(Sep 1996)	Sep 1996
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.249-14	Excusable Delays	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991
652.216-70	Ordering – Indefinite-Delivery Contract	Apr 2004
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended	Aug 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States	July 1988
652.229-71	Personal Property Disposition at Posts Abroad	Aug 1999
652.232-72	Limitation of Funds	Aug 1999
652.242-71	Notice of Shipments	July 1988
652.243-70	Notices	Aug 1999

I.2 FAR CLAUSES INCORPORATED IN FULL TEXT

I.2.1 PREVENTING PERSONAL CONFLICTS OF INTEREST – FAR 52.203-16 (DEC 2011)

(a) Definitions. As used in this clause—

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that—

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee's ability to act impartially and in the best interest of the Government” is not covered under this definition.)

- (1) Among the sources of personal conflicts of interest are—
 - (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
 - (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
 - (iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

- (iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.
- (3) Inform covered employees of their obligation—
 - (i) To disclose and prevent personal conflicts of interest;
 - (ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) To avoid even the appearance of personal conflicts of interest;
- (4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
- (5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and
- (6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—
 - (i) Failure by a covered employee to disclose a personal conflict of interest;
 - (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.
- (c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—
 - (i) Agreement to a plan to mitigate the personal conflict of interest; or
 - (ii) A waiver of the requirement.(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.
- (3) The Contractor shall—
 - (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
 - (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.
- (d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—
 - (1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

I.2.2 RESERVED

I.2.3 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS – FAR 52.209-9 (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart [42.15](#);

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I.2.4 ORDERING -- FAR 52.216-18 (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.2.4 FAR 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 \$\$100.00 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 \$250M.

(2) Any order for a combination of items in excess \$300M;

or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements 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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 5 days after issuance, with written notice stating the

Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.2.5 INDEFINITE QUANTITY – FAR 52.216-22 (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 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 ___180 days_____ [insert date].

I.2.6 RESERVED

I.2.7 OPTION TO EXTEND THE TERM OF THE CONTRACT – FAR 52.217-9 (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least __60__ days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ____5 years_____ (months) (years).

I.2.8 COMBATING TRAFFICKING IN PERSONS – FAR 52.222-50 (FEB 2009)

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

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person. “Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

- (b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—
- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
 - (2) Procure commercial sex acts during the period of performance of the contract;
- or
- (3) Use forced labor in the performance of the contract.
- (c) *Contractor requirements.* The Contractor shall—
- (1) Notify its employees of—
 - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
 - (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—
- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
 - (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) *Remedies.* In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
 - (2) Requiring the Contractor to terminate a subcontract;
 - (3) Suspension of contract payments;
 - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (6) Suspension or debarment.
- (f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

- (g) *Mitigating Factor*. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

I.2.9 RIGHTS TO PROPOSAL DATA (TECHNICAL)– FAR 52.227-23 (JUN 1987)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

(End of clause)

I.2.10 TAXES- FOREIGN FIXED PRICE CONTRACTS – FAR 52.229-6 (JUN 2003)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

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

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Country concerned" means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

"Tax" and "taxes" include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax" means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax" means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which

the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“Excepted tax” means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. “Excepted tax” does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor’s possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) of this clause.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) of this clause.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the

Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(End of clause)

I.2.11 TAXES- FOREIGN COST-REIMBURSEMENT CONTRACTS CONTRACTS – FAR 52.229-8 (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of IRAQ, or from which the Contractor or any subcontractor under this contract is exempt under the laws of IRAQ, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

I.2.11 – NOTIFICATION OF CHANGES - FAR 52.243-7 (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 calendar days from the

date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be

reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to

provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases “contract price” and “cost” wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I.2.12 – AUTHORIZED DEVIATIONS IN CLAUSES - FAR 52.252-6 (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any –U.S. Department of State Acquisition Regulation (48CFR Chapter 6) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

I.3.1 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES – DOSAR 652.204-70 (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Verification 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 Verification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

I.3.2 ADDITIONAL CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED OFFENSES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN --DOSAR 652.225-72(DEVIATION) (JAN 2012)

- (a) As specified in Section 854 of Public Law 110-417, the Contractor shall report to the appropriate investigative authorities any alleged offenses committed by or against Contractor personnel under the Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code) or any other applicable U.S. criminal law.
- (b) The Contractor shall comply with and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal regulations, and Department of State (DOS) Chief of Mission (COM) orders applicable to Contractor personnel, including but not limited to instructions, policies and directives. Contractor employees shall particularly note all laws, regulations, policies and orders prohibiting sexual or aggravated assault.
- (c) A Contractor employee who engages in an alleged offense may be subject to arrest by law enforcement authorities, removal from the contract, and prosecution in the United States or the local jurisdiction.
- (d) Contractors who suspect that an employee has committed an offense, or has been the victim of an offense described in paragraph (a), shall immediately notify the following:
 - (1) The DOS Regional Security Officer (RSO) responsible to the COM;
 - (2) The Contracting Officer;
 - (3) The Contracting Officer's Representative; and
 - (4) The DOS Office of the Inspector General (OIG) Hotline via e-mail to oighotline@state.gov specifying either Iraq or Afghanistan in the e-mail subject line.
- (e) Contractors shall not knowingly facilitate the departure of an employee suspected of committing a serious offense without coordinating with law enforcement authorities.
- (f) The Contractor will ensure, when an offense is reported or instances where there is reasonable belief an offense has been committed, that all contract employees are aware of their responsibilities to preserve evidence, to the extent possible.
- (g) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, the name and contact information for the Regional Security Officer responsible to the COM, and will inform such contractor personnel that they may seek victim and witness protection and assistance, and may report an alleged offense, by contacting the Regional Security Officer.

I.3.3 RESERVED

I.3.4 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) SERVICES – DOSAR 652.228-71 (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 \$4.00 per \$100 of compensation for services.
- (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 time frame) of performance at the overseas location; and,
(vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' 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.

I.3.5 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE – DOSAR 652.237-72 (APR 2004)

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

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

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. 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.
- (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.3.6 CONTRACTING OFFICER’S REPRESENTATIVE (COR) – DOSAR 652.242-70 (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officers 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 is TO BE DETERMINED.

I.3.7 AUTHORIZATION AND PERFORMANCE – DOSAR 652.242-73 (AUG 1999)

- (a) The Contractor warrants the following:
- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed, or will obtain such authorization before performance of this contract begins;
 - (2) That it has obtained all necessary licenses and permits required to perform this contract, or will obtain such licenses and permits before performance of this contract begins;
 - (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.

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SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

EXHIBITS	TITLE
A	Life Support Services Statement of Objectives (SOO)
B	BLISS Program Management Office SOO
C	Past Performance Questionnaire
D	DD Form 254 –Contract Security Classification Specification
E	Moderate Risk Public Trust Processing Procedures
F	RESERVED
G	Government Furnished Equipment List
H	List of Required Personnel Clearances
I	Vetting Requirements for Iraqi Firms and Workers
J	RESERVED
K	Government Equipment List by Locations

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 FAR PROVISIONS INCORPORATED IN FULL TEXT

K.1.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS – FAR PROVISION 52.204-8 (MAR 2012)

- a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _561210.
(2) The small business size standard is \$35.5M.
(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 \$77,494, 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
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.1.2 INFORMATION REGARDING RESPONSIBILITY MATTERS – FAR PROVISION 52.209-7 (FEB 2012)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” 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).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal

contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

K.1.3 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION – FAR PROVISION 52.230-1 (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement—Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(End of provision)

K.1.4 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES – FAR PROVISION 52.230-7 (APR 2005)

The Offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the Offeror checked “Yes” above, the Offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

K.2 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

K.2.1 ARAB LEAGUE BOYCOTT OF ISRAEL DOSAR 652.225-70 (AUG 1999)

(a) Definitions. As used in this provision:

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

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

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

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

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

**K.2.2 DEFENSE BASE ACT - COVERED CONTRACTOR EMPLOYEES DOSAR
652.228-70 (JUN 2006)**

Note: Offerors shall complete this provision only with respect to the proposed firm-fixed-unit-prices under Operations and Maintenance Services. This provision shall be completed again at the task order level because it is at the task order level when additional requirements will be specified.

(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 worker's compensation laws		Local Nationals: Third Country Nationals:
(4) Local nationals or third country nationals where performance takes place in a country where there are local worker's compensation laws		Local Nationals: Third Country Nationals:

(b) The CO has determined that for performance in the country of Iraq -

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

Worker's 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 CO before the closing date so that the solicitation can be amended accordingly.

K.2.3 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS - FAR 52.237-8 (AUG 2003)

(a) The Federal Acquisition Regulation (FAR), at [31.205-6\(g\)\(6\)](#), limits the cost allowability of severance payments to foreign nationals employed under a service contract performed outside the United States unless the agency grants a waiver pursuant to FAR [37.113-1](#) before contract award.

(b) In making the determination concerning the granting of a waiver, the agency will determine that—

- (1) The application of the severance pay limitations to the contract would adversely affect the continuation of a program, project, or activity that provides significant support services for—
 - (i) Members of the armed forces stationed or deployed outside the United States; or
 - (ii) Employees of an executive agency posted outside the United States;
- (2) The Contractor has taken (or has established plans to take) appropriate actions within its control to minimize the amount and number of incidents of the payment of severance pay to employees under the contract who are foreign nationals; and
- (3) The payment of severance pay is necessary in order to comply with a law that is generally applicable to a significant number of businesses in the country in which the foreign national receiving the payment performed services under the contract, or is necessary to comply with a collective bargaining agreement.

(End of provision)

K.2.4 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE

(a) The Offeror certifies, to the best of its knowledge and belief, that it ____ is, ____ is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in FAR 9.501, which relates to the work to be performed pursuant to this solicitation. As used herein, "Offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier. (b) If the Offeror is aware of any such information, the Offeror shall provide a disclosure statement as part of its proposal which describes in a concise manner all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on

whether the Offeror may have a potential organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict. (c) The Government will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to the Government, will be used to determine whether an award to the Offeror may create an organizational conflict of interest. If an organizational conflict of interest is found to exist, the Government may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the Offeror, or (3) determine that it is otherwise in the best interest of the United States to contract with the Offeror by including appropriate conditions mitigating such conflict in the resultant contract. (d) Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest. (e) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

K.3 CERTIFICATION (05/95)

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete.

Signature: _____
Type Name: _____
Title: _____
Date: _____

K.4 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: _____