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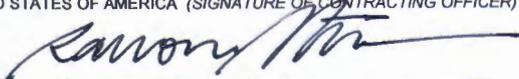
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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR5645503		Page 1 of 2	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SIZ10016Q0051	
6. SOLICITATION ISSUE DATE 8/23/2016		7. FOR SOLICITATION INFORMATION CALL		a. NAME GSO PROCUREMENT		b. TELEPHONE NUMBER or EMAIL baghdadGSOProcBid@state.gov	
8. OFFER DUE DATE/LOCAL TIME September 03, 2016 At/before 17:00 local time		9. ISSUED BY AMERICAN EMBASSY BAGHDAD AL KINDI STREET, INTERNATIONAL ZONE, ATTN: GSO/PROCUREMENT (BAGHDAD) BAGHDAD IRAQ		CODE IZ100		10. THIS ACQUISITION IS X UNRESTRICTED _ SET ASIDE: % FOR _ SMALL BUSINESS _ HUBZONE SMALL BUSINESS SMALL BUSINESS _ SERVICE-DISABLED VETERAN OWNED _ EMERGING SMALL _ 8(A) NAICS: 811412 SIZE STD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED _ SEE SCHEDULE		12. DISCOUNT		13a. THIS CONTRACT IS A RATED ORDER		13b. RATING	
15. DELIVER TO: AMERICAN EMBASSY BAGHDAD AL KINDI STREET, INTERNATIONAL ZONE, ATTN: GSO/RECEIVING BAGHDAD IRAQ		Code		14. METHOD OF SOLICITATION X RFQ IFB x RFP		16. Administered by: AMERICAN EMBASSY BAGHDAD AL KINDI STREET, INTERNATIONAL ZONE, ATTN: GSO/PROCUREMENT (BAGHDAD) BAGHDAD IRAQ	
17a. CONTRACTOR/OFFEROR OVENDOR		CODE 0		FACILITY CODE		18a. PAYMENT WILL BE MADE BY AMERICAN EMBASSY BAGHDAD AL KINDI STREET, INTERNATIONAL ZONE, ATTN: FINANCIAL MANAGEMENT OFFICER BAGHDAD IRAQ	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED _ SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES	
				21. QUAN		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		-SEE LINE ITEMS -					
		(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
_ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA _ ARE _ ARE NOT ATTACHED.							
_ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA _ ARE _ ARE NOT ATTACHED.							
X 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				_ 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) Ramon R. Taruc		31c. DATE SIGNED	

11. SCHEDULE

(Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	See Continuation To SF-1449, Block 23 and Block 20, Description/Specifications/Work Statement	1.00	EA	\$0.00	\$0.00

*

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER SIZ10016Q0051
PRICES, BLOCK 23

I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price contract is to provide personnel, supplies and equipment, as identified in this contract and Attachment 1, for Maintenance Services of RSO K9-staffed International Zone (IZ) Entry Control Points (ECPs), Baghdad, Iraq.
- B. Period of Performance for this contract will be for **a one-year period from the date of the contract award, with four one-year options.**
- C. Type of Contract: This is a firm fixed price indefinite-delivery, indefinite-quantity type contract for scheduled maintenance services and delivery of supplies as defined in the Performance Work Statement and Attachment 1. The fixed price shall include all work, including furnishing all labor, management, personnel, supervision, engineering, materials, equipment, tools, supplies, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit, unless otherwise specified.

A firm fixed price indefinite- delivery, indefinite-quantity type contract will be awarded for Temporary Additional Services that are defined as work on the generators, portable cooling units, air conditioners and delivery of supplies that do not fall under regular monthly maintenance, such as repairs of generators, portable cooling units and air conditioning units and replacement of broken parts provided by the U.S. Government, etc. The Contractor shall provide these services in addition to the scheduled services specified in this contract. S33 A.5.2, Ordering under A.5, Temporary Additional Services, for ordering procedures.

II. PRICING

A. Prices

A.1 The prices are stated in either Iraqi Dinar, for local Iraqi companies, or in U.S. Dollar for non-Iraqi companies. This offer is in U.S. Dollar or Iraqi Dinars (Offeror check appropriate currency).

A.2 In consideration of satisfactory performance of the services required under this contract, the Contractor shall be paid a firm fixed-price (FFP) per month as stated in the pricing schedule with reference to B. Pricing Schedule.

A.3 The contract, invoices and payments all will be paid in the same currency stated in paragraph "A.1" above.

A.4 The prices listed below shall include all labor, materials, overhead, profit, insurance, and transportation necessary to deliver the required items and service to the Entrance Control Points

of the International Zone, Baghdad, Iraq. The Government will pay the Contractor the fixed price per month for supplies and standard services and a fixed rate for any temporary additional services and supplies that have been satisfactorily performed or delivered.

A.5 No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by the maintenance plan. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rate.

B. Pricing Schedule

B.1 Scheduled Maintenance Services and Delivery of Supplies

The fixed-price for the contract period of performance (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) for scheduled maintenance services and deliveries as defined in Specifications/ Work Statement is:

CLIN	Description	Unit of measure	Price per unit	Quantity	Total amount
1	Monthly Maintenance of Air-Conditioning Units at ECP1 (1); ECP4 (1); ECP5F (1) and ECP6 (4). Winter and Summer Frequency Schedules - See Work Schedule	Month		12	
2	Monthly Preventive Maintenance of two generators at ECP6. See Work Schedule	Month		12	
3	Monthly Preventive Maintenance of Generator at ECP4. See Work Schedule	Month		12	
4	Monthly Maintenance of eight portable cooling port-a-cool units at ECP1(2); ECP4(2); ECP5A(1); ECP6(2); ECP5B(1) on winter / summer cycle - See Work Schedule	Month		12	
Total fixed price for scheduled maintenance services*					

* The total amount of scheduled maintenance services shall not exceed \$100,000.00 for the period of performance under this contract.

B.2 Temporary Additional Services

The fixed unit prices for Temporary Additional Services as defined in the Specifications/Work Statement are:

CLIN	Description	Unit measure	of	Price per unit	Quantity	Total amount
1	Temporary additional repair or maintenance of generator.	HR			192	
2	Temporary additional repair or maintenance of Air Conditioning Unit.	HR			192	
3	Temporary additional repair or maintenance of Portable Cooling Unit.	HR			192	
Total temporary additional services*						
Contract Grand Total: B.1+B.2						

*The total amount of temporary additional maintenance services shall not exceed \$100,000.00 for the period of performance under this contract.

C.1 Scheduled Maintenance Services and Delivery of Supplies for Option Year One

The fixed-price for the contract period of performance (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) for scheduled maintenance services and deliveries as defined in Specifications/ Work Statement is:

CLIN	Description	Unit measure	of	Price per unit	Quantity	Total amount
1	Monthly Maintenance of Air-Conditioning Units at ECP1 (1); ECP4 (1); ECP5F (1) and ECP6 (4). Winter and Summer Frequency Schedules - See Work Schedule	Month			12	
2	Monthly Preventive Maintenance of two generators at ECP6. See Work Schedule	Month			12	
3	Monthly Preventive Maintenance of Generator at ECP4. See Work Schedule	Month			12	
4	Monthly Maintenance of eight portable cooling port-a-cool units at ECP1(2); ECP4(2); ECP5A(1); ECP6(2); ECP5B (1) on winter / summer cycle - See Work Schedule	Month			12	
Total fixed price for scheduled maintenance services*						

* The total amount of scheduled maintenance services shall not exceed \$100,000.00 for the period of performance under this contract.

C.2 Temporary Additional Services for Option Year One

The fixed unit prices for Temporary Additional Services as defined in the Specifications/Work Statement are:

CLIN	Description	Unit measure	of	Price per unit	Quantity	Total amount
1	Temporary additional repair or maintenance of generator.	HR			192	
2	Temporary additional repair or maintenance of Air Conditioning Unit.	HR			192	
3	Temporary additional repair or maintenance of Portable Cooling Unit.	HR			192	
Total temporary additional services*						
Contract Grand Total: C.1+C.2						

*The total amount of temporary additional maintenance services shall not exceed \$100,000.00 for the period of performance under this contract.

D.1 Scheduled Maintenance Services and Delivery of Supplies for Option Year Two

The fixed-price for the contract period of performance (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) for scheduled maintenance services and deliveries as defined in Specifications/ Work Statement is:

CLIN	Description	Unit measure	of	Price per unit	Quantity	Total amount
1	Monthly Maintenance of Air-Conditioning Units at ECP1 (1); ECP4 (1); ECP5F (1) and ECP6 (4). Winter and Summer Frequency Schedules - See Work Schedule	Month			12	
2	Monthly Preventive Maintenance of two generators at ECP6. See Work Schedule	Month			12	
3	Monthly Preventive Maintenance of Generator at ECP4. See Work Schedule	Month			12	
4	Monthly Maintenance of eight portable cooling port-a-cool units at ECP1(2); ECP4(2); ECP5A(1); ECP6(2); ECP5B(1) on winter / summer cycle - See Work Schedule	Month			12	
Total fixed price for scheduled maintenance services*						

* The total amount of scheduled maintenance services shall not exceed \$100,000.00 for the period of performance under this contract.

D.2 Temporary Additional Services for Option Year Two

The fixed unit prices for Temporary Additional Services as defined in the Specifications/Work Statement are:

CLIN	Description	Unit measure	of	Price per unit	Quantity	Total amount
1	Temporary additional repair or maintenance of generator.	HR			192	
2	Temporary additional repair or maintenance of Air Conditioning Unit.	HR			192	
3	Temporary additional repair or maintenance of Portable Cooling Unit.	HR			192	
Total temporary additional services*						
Contract Grand Total: D.1+D.2						

*The total amount of temporary additional maintenance services shall not exceed \$100,000.00 for the period of performance under this contract.

E.1 Scheduled Maintenance Services and Delivery of Supplies for Option Year Three

The fixed-price for the contract period of performance (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) for scheduled maintenance services and deliveries as defined in Specifications/ Work Statement is:

CLIN	Description	Unit measure	of	Price per unit	Quantity	Total amount
1	Monthly Maintenance of Air-Conditioning Units at ECP1 (1); ECP4 (1); ECP5F (1) and ECP6 (4). Winter and Summer Frequency Schedules - See Work Schedule	Month			12	
2	Monthly Preventive Maintenance of two generators at ECP6. See Work Schedule	Month			12	
3	Monthly Preventive Maintenance of Generator at ECP4. See Work Schedule	Month			12	
4	Monthly Maintenance of eight portable cooling port-a-cool units at ECP1(2); ECP4(2); ECP5A(1); ECP6(2);	Month			12	

	ECP5B (1) on winter / summer cycle - See Work Schedule				
Total fixed price for scheduled maintenance services*					

* The total amount of scheduled maintenance services shall not exceed \$100,000.00 for the period of performance under this contract.

E.2 Temporary Additional Services for Option Year Three

The fixed unit prices for Temporary Additional Services as defined in the Specifications/Work Statement are:

CLIN	Description	Unit measure	of	Price per unit	Quantity	Total amount
1	Temporary additional repair or maintenance of generator.	HR			192	
2	Temporary additional repair or maintenance of Air Conditioning Unit.	HR			192	
3	Temporary additional repair or maintenance of Portable Cooling Unit.	HR			192	
Total temporary additional services*						
Contract Grand Total: E.1+E.2						

*The total amount of temporary additional maintenance services shall not exceed \$100,000.00 for the period of performance under this contract.

F.1 Scheduled Maintenance Services and Delivery of Supplies for Option Year Four

The fixed-price for the contract period of performance (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) for scheduled maintenance services and deliveries as defined in Specifications/ Work Statement is:

CLIN	Description	Unit measure	of	Price per unit	Quantity	Total amount
1	Monthly Maintenance of Air-Conditioning Units at ECP1 (1); ECP4 (1); ECP5F (1) and ECP6 (4). Winter and Summer Frequency Schedules - See Work Schedule	Month			12	
2	Monthly Preventive Maintenance of two generators at ECP6. See Work Schedule	Month			12	
3	Monthly Preventive Maintenance of Generator at ECP4. See Work Schedule	Month			12	

4	Monthly Maintenance of eight portable cooling port-a-cool units at ECP1(2); ECP4(2); ECP5A(1); ECP6(2); ECP5B(1) on winter / summer cycle - See Work Schedule	Month		12	
Total fixed price for scheduled maintenance services*					

* The total amount of scheduled maintenance services shall not exceed \$100,000.00 for the period of performance under this contract.

F.2 Temporary Additional Services for Option Year Four

The fixed unit prices for Temporary Additional Services as defined in the Specifications/Work Statement are:

CLIN	Description	Unit of measure	Price per unit	Quantity	Total amount
1	Temporary additional repair or maintenance of generator.	HR		192	
2	Temporary additional repair or maintenance of Air Conditioning Unit.	HR		192	
3	Temporary additional repair or maintenance of Portable Cooling Unit.	HR		192	
Total temporary additional services*					
Contract Grand Total: B.1+B.2					

*The total amount of temporary additional maintenance services shall not exceed \$100,000.00 for the period of performance under this contract.

B.3 Minimum and Maximum Amounts for Temporary Additional Service

During this contract period, the Government shall place orders totaling a minimum of \$ 2000.00. This reflects the contract minimum for the period of performance. The amount of all orders shall not exceed \$ 100,000.00. This reflects the contract maximum for the entire period of performance.

VAT VERSION B

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

CONTINUATION TO SF-1449,
SOLICITATION NUMBER SIZ10016Q0051
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I GENERAL CONDITIONS

A. Maintenance of the Electric Generator Systems, Portable Cooling Units and Air Conditioning Units

A.1 General

A.1.1 The Contractor shall provide all labor, logistics, equipment, water and material for the work requested.

A.1.2 Except as noted, within 5 days of Notice to Proceed, the contractor shall provide to the COR a schedule of the proposed maintenance.

A.1.3 When pursuing the work, the contractor is to take extra care as not to damage existing structure.

A.1.4 At completion of work, Contractor shall clean any impacted areas to a condition equal to original condition.

A.1.5 No unqualified or unauthorized personnel may be engaged in the maintenance and repair of any generator or air conditioning unit.

A.2 Electric Generator Systems.

A.2.1 Maintenance of the electric generator systems is to be performed on during regular working hours (see A.8), or when the need for additional maintenance arises. The Contractor shall furnish tools, equipment, supplies, labor and supervision to perform preventive maintenance and testing for listed generators.

A.2.2 The Contractor's maintenance personnel shall have at least five years of experience on repairing and performing preventive maintenance on repairing and performing preventive maintenance on generators.

A.2.3 The Contractor's maintenance personnel shall provide and change engine oil and filters two times per month with new oil meeting manufacturer's specifications.

A.2.4 The Contractor's maintenance personnel shall be responsible for disposal of all old oil after oil change is complete.

A.2.5 Contractor shall provide a written report in English and recommend repairs or actions. COR will determine if recommendations will be executed.

A.2.6 The Contractor shall provide a list of materials, equipment and tools, and a Material Safety Data (MSD) card to be used during the service and maintenance period.

A.2.7 Contractor shall perform the following weekly inspections and services:

A.2.7.1 Maintain the oil level between the add and full marks on the "engine running" side of the dip stick.

A.2.7.2 Crankcase breather – clean cooling system – check coolant level.

A.2.7.3 Maintain level within 13mm (1/2 inch) to bottom filler neck or proper level on sight gauge (if equipped)

A.2.7.4 Walk-around inspection – inspect engine, radiator and generator for debris, loose or broken fittings, hoses or wires and guards. Repair as necessary.

A.2.7.5 Air cleaner element – inspect and clean or replace element.

A.2.7.6 Battery charger – check for proper operation. Batteries – clean top of batteries. Check electrolyte level (unless maintenance free). Check for loose connections.

A.2.7.7 Belts – inspect for worn, broken or loose belts. Adjust if necessary.

A.2.7.8 Fuel system – check for leaks. Drain water separator (if equipped). Check fuel tank level. Change fuel filters.

A.2.7.9 Governor – check and maintain oil level (if required)

A.2.7.10 Gauges – check the condition of all gauges. Repair or replace any broken gauge.

A.2.7.11 Air system (if equipped) – drain water; check air pressure.

A.2.7.12 Control panel – visually inspect; check for loose, broken or damaged wiring or components.

A.2.8 Contractor shall perform the following monthly inspections and services:

A.2.8.1 Check for moisture, dust, oils, greases, and debris on main stator windings, exciter and PMG. Clean as needed.

A.2.8.2 Generator bearings – inspect generator bearing and bracket.

A.2.8.3 Lubricate generator bearing.

A.2.8.4 Linkages – check and adjust all linkages, if necessary. Lubricate all linkage fittings with grease.

Lubricants shall be provided by the contractor and included in the fixed maintenance rate.

A.2.8.5 Engine protective devices – check; test for proper operation.

A.2.8.6 Engine – wipe down and clean as needed.

A.2.8.7 Engine crankcase – check the oil level.

A.2.8.8 Generator louvers – check for proper operation (able to open and close freely).

A.2.8.9 Engine mounts – inspect for proper installation and loose fasteners check for proper torque.

A.2.8.10 Leaks and noises – check for leaks and unusual noises.

A.2.8.11 Generator air inlet filter (if equipped) – remove the filter elements and soak in hot water detergent until clean. Rinse with clear water. Recharge the elements with thin layer of lightweight machine oil (WD-40 or equivalent).

A.2.8.12 Battery charger – record charging amperage and voltage readings.

A.2.8.13 Automatic switches (if equipped) – check that all switches are in proper position for automatic start.

A.2.9 Generators:

- A.2.9.1 Manufacturer, model – Power Solutions, Model- P.L. 60
Location – ECP4
Engine model – Perkins, 3 cylinder, TPL No 2506/1500
Serial # – DK51280U0754236, 555 amp, 480/277 V
- A.2.9.2 Manufacturer, model – FG Wilson P88E1
Location – ECP6
Engine model – Perkins, Serial # -25161500
Serial # - FGWPEPP6HGT503073, 88.0 kw, 380/220V, 50 Hz
- A.2.9.3 Manufacturer, model – Olympian, Model GEP 12U824380L OLY
Engine model –
Serial # - OLY00000CRTG01590, 120KW 400/230V, 50 Hz 3 phase.

A.3 Air Conditioning Split type Units.

A.3.1 Maintenance of the Air Conditioning Units shall be performed on monthly basis during regular working hours, or when the need for maintenance arises. Contractor shall furnish tools, equipment, supplies, labor and supervision to perform preventive maintenance and testing for listed AC Units. Work shall be performed according to the following summer and winter schedules:

A.3.1.2 Summer Month's frequency schedule (April 1- November 1)

A.3.1.3 Winter Month frequency schedule (Nov2- March 31)

Monthly maintenance of split unit type air conditioner, once per month at ECPs 1; 4; 5A; 5B and 6.

A.3.2 Contractor is required to show proof that he is capable and has at least five year experience repairing and performing preventive maintenance on AC units.

A.3.3 Contractor shall provide a written report in English and recommend repairs or actions. COR will determine if recommendations will be executed.

A.3.4 Contractor shall perform the following inspections and services on a monthly basis and on bi-weekly basis during regular working hours.

A.3.4.1 Check All Wiring & Connections, Tighten as needed.

A.3.4.2 Check Contactor & Relays

A.3.4.3 Check Heat Exchanger & Burners

A.3.4.4 Check Operating Pressures & Temperatures

A.3.4.5 Check Piping

A.3.4.6 Inspect/Clean Condenser Coil

A.3.4.7 Check Gas Valve Opening

A.3.4.8 Change Standard Size Air Filter (16x20x1, 16x25x1, 20x20x1, 20x25x1) provided by contractor.

A.3.4.9 Check for Gas Leaks

A.3.4.10 Check Pilot, Ignition & Flame

A.3.4.11 Inspect & Flush Condensate Drains

- A.3.4.12 Check Fan/Blower and Belts
- A.3.4.13 Inspect/Clean Indoor Coil if Accessible
- A.3.4.14 Check all Safeties
- A.3.4.15 Check Thermostat

A.3.5 A/C Units may change over time but are similar to:

A.3.5.1 Manufacturer – LG
Location –ECP4
Model-51GVR187M-OH

A.3.5.1.1 Manufacturer – Unionaire
Location – ECP 1
Model- unkown

A.3.5.2 Manufacturer – Carrier
Location –ECP5A
Model- 38 QCR 024733

A.3.5.3 Manufacturer- Carrier
Location – ECP5B
Model: 51GSDGVD47M
Serial # FY33901679

A.3.5.4 Manufacturer- LG
Location – ECP6
Model: LW-H246NAABQ
Serial # 808TATG00825

A.3.5.5 Manufacturer – LG
Location – ECP6
Model –KS-H2665SA4
Serial # 204TDW12602, 204TKPD12592, 204TKNA09775
Quantity-3 ea.

A.4 Portable Cooling Units.

A.4.1 Maintenance of the Portable Cooling Units to be performed on a bi-monthly or monthly basis during regular working hours, or when the need for maintenance arises. Contractor shall furnish tools, equipment, supplies, labor and supervision to perform preventive maintenance and testing for listed Portable Cooling Units. Work shall be performed according to the following summer and winter schedules:

A.4.1.1 Summer Month's frequency schedule (April 1- November 1) shall be bi-monthly.

A.4.1.2 Winter Month frequency schedule (Nov2- March 31) shall be monthly

A.4.2 Contractor is required to show proof that he is capable and has at least five year experience repairing and performing preventive maintenance on portable cooling units.

A.4.3 Contractor shall provide a written report in English and recommend repairs or actions. COR will determine if recommendations will be executed.

A.4.4 Contractor shall perform the following weekly inspections and services:

A.4.2.1 Clean and inspect all parts for wear, and other damage.

A.4.2.2 The unit should be shut down and the sump tank should be drained. Closing the Spray Bar Adjustment Valve and opening the Drain Valve will accomplish this. If desired, a hose may be attached to the Drain Valve to direct the drained water to a remote disposal area. Once the Drain Valve is open, starting the pump will drain the unit. When the pump has removed most of the water, a small amount will be left in some areas.

A.4.2.3 After the sump is drained and the power disconnected, remove the pads to allow inspection and cleaning of the sump tank. Dust may collect in the sump tank over time. This dirt, and any remaining water, shall be vacuumed out using a wet/dry shop vacuum and wiped clean with a cloth.

A.4.2.4 Inspect and clean the Inlet Strainer located on the bottom of the pump.

A.4.2.5 Replace pads in correct airflow direction, referring to the label on the pads.

A.5 Temporary Additional Services.

A.5.1 Temporary Additional Services are services that are defined as work on Containerized Housing Units (CHUs), generators, portable cooling units and air conditioning units that do not fall under regular scheduled maintenance such as repairs and replacement of broken parts, which will be provided by the U.S. Government upon the request and recommendations of the contractor and are calculated by the fixed price of the Unit of Measure. Transportation fees to and from the repair site are included in the services and may not be charged separately.

A.5.2 Ordering:

A.5.2.1 All supplies or services to be furnished under this contract shall be ordered by the issuance of either task orders for services or delivery orders for supplier by the Department of State. Orders may be issued from the date of the Contracting Officer's signature until the end of the "Period of Performance" applicable to this contract.

A.5.2.2 Contractor will be asked to submit a cost proposal for a Temporary Additional Service for all spare parts exceeding 200.00 USD.

A.5.2.3 Contracting Officer will negotiate and develop firm-fixed-priced delivery orders for each Temporary Additional Service that needs to be performed.

A.5.2.4 All delivery orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any order.

A.6 Spare parts.

A.6.1 Disposable spare parts for routine maintenance requirement shall be provided by the contractor and included in the fixed maintenance rate. Disposable spare parts shall include oil and air filters, belts, oil and other lubricants to be replaced as per the maintenance schedules.

6.2 All other spare parts will be provided by the U.S. Government upon request.

A.7 Warranty.

Warranty on all labor shall be for 4 months starting from the date the maintenance and/or repair was performed and accepted by the U.S. Government.

A.8 Working Hours.

A.8.1 Maintenance work shall be performed Monday-Sunday 0800: to 17:00. Other hours may be approved by the Contracting Officer's Representative. The Contractor must provide at least 24 hour advance notice to the COR who will consider any deviation from the hours identified above.

A.8.2 Water deliveries shall be performed 7-days per week The COR to draft a schedule for the contractor with specified frequencies and delivery time.

Night, weekend or holiday work shall be arranged in advance with the COR and the RSO.

A.9 Workforce

Workforce - The contractor shall provide all supervision, skilled and unskilled labor needed to perform the work.

III WORK SCHEDULE

A. Monthly Schedule

A.1 Inspection and Maintenance:

A.1.1 Inspection and maintenance of Air Conditioning (A/C) Units at all six ECPs. (Please see A.3.4 and Attachment 1)

A.1.2 Inspection and maintenance of generators at ECP4 and ECP6 two times per month as per section A.3.12 Summer Month's frequency schedule (April 1- November 1)

A.1.3 Inspection and maintenance of portable cooling units shall be two times per month as per section A.4.1.1 Summer Month's frequency schedule (April 1- November 1) shall be bi-monthly.

B. Monthly Schedule

B.1 Inspection and Maintenance:

B.1.1 Inspection and maintenance of generators at ECP4 and ECP6. The monthly schedule is for two maintenance services per month per generator

B.1.2 Inspection and maintenance of Air Conditioning (A/C) Units at all six ECPs once a month as per section A.3.1.3 Winter Month frequency schedule (Nov2- March 31)

B.1.3 Inspection and maintenance of Portable cooling units shall be bi-monthly as per section A.4.1.2 Winter Month frequency schedule (Nov2- March 31) shall be monthly

C. Temporary Additional Services

C.1 Temporary Additional Repair or Maintenance of Generators

C.2 Temporary Additional Repair or Maintenance of AC Units

C.3 Temporary Additional Repair or Maintenance of Portable Cooling Units.

D. Location

All the work will be located within the International Zone

Description	Location	Quantity
Generator, Power Solutions, P.L. 60	ECP4	1
Generator, FG Wilson P88E1	ECP6	1
Generator, Olympian GEP 150 OLY	ECP6	1
AC unit, similar to LG 51GVR1887M-OH	ECP4	1
AC unit, similar to Unionaire	ECP1	1
AC unit, similar to Carrier 38 QCR 024733	ECP5A	1
AC unit, similar to LG KS-H2665A=SA4 and LG LW-H24NAABQ	ECP6	4
Portable cooling units, similar to PAC2K36HP220-50	ECP1(2); ECP4(2); ECP5A(1) ECP6 (2); and ECP5B(1)	8

E PERSONNEL REQUIREMENTS

A. General

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

A.1 Standard of Conduct

A.1.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

A.1.3 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

A.1.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

A.1.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

A.1.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- unauthorized use of Government property, theft, vandalism, or immoral conduct;
- unethical or improper use of official authority or credentials;
- security violations; or,
- organizing or participating in gambling in any form.

A.1.7 Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

B. Personnel Security

B.1 List of Employees

Within 10 days after award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to the maintenance service. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Current International Zone (IZ) Badge Number
- Identification number/ Jinsiyah Number or passport number
- Vehicle make, model, color and license plate number
- Cellular Phone Number

B.2 The contractor will be responsible for acquiring the proper Government of Iraq (GOI) International Zone (IZ) document access for his employees.

B.3 Notice to the Government of Labor Disputes

B.3.1 The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

C. Key Personnel

C.1 Assignment and Prioritization

The Contractor shall identify a Project Manager for the contract that shall serve as liaison or interface with the Contracting Officer's Representative. This will ensure the contractor responds in a timely manner and is not confused by multiple conflicting or redundant tasks.

C.2 Project Manager

The Project Manager shall be able to converse in English and Arabic. The Contractor shall assign to this contract the following key person:

POSITION/FUNCTION	NAME
Project Manager	

C.3 Substitutions of Key Personnel

C.3.1 During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required below to the Contracting Officer at least 15 days before making any permanent substitutions.

C.3.2 After the first 90 days of performance, the Contractor may substitute a key person if the contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of the proposed action immediately. Prior to making the substitution, the Contractor will provide the information required below to the Contracting Officer.

C.3.3 The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute. The proposed substitute shall possess qualifications comparable to the original key person. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within 15 calendar days after receiving the required information. The Government will modify the contract to reflect any changes in key personnel.

D. Management and Supervision

D.1 The contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.

D.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

D.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

D.4 The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed 40 hours per week to preclude overtime being part of the standard services provided under the contract. Overtime may be necessary under Temporary Additional Services.

E. Health and Safety

E.1 The Contractor shall be solely responsible for risk assessments, managing health, security and safety issues associated with this contract. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards. At a minimum, PPE shall consist of eye and ear protection, hard hats, gloves and closed toe shoes.

E.2 If the workers arrive on-site with sandals or athletic shoes, the Contractor is expected to provide rubber boots to them or send them home. Other PPE such as gloves, hard hats, earplugs, dust masks, are also recommended. These items must be provided at the Contractor's expense. Workers may use discretion if they feel unsafe in using the equipment in a hostile environment. Any worker at an elevated location above 4 meters, with the exception of a portable ladder, must be provided and utilize a safety harness.

E.3 The Contractor shall be responsible for conducting the work in a manner that ensures the safety of employees and the Contractor's employees.

VI INVOICING

A. Scheduled Service

A.1 Invoicing will be on a monthly basis.

A.2 The Contractor shall submit monthly invoices to the COR at the address shown in paragraph A.4 below.

A proper invoice shall include the following information:

- Contractor's name and bank account information for payments by wire transfers
- Invoice Date
- Contract number
- Name, title, phone number, and address of person to contact in case of defective invoice

A.3 If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendar days. The Contractor shall then submit a proper invoice.

A.4 The contractor shall send all invoices to the following address:

Financial Management Office, U.S. American Embassy – Baghdad, Al Kindi Street, International Zone, Baghdad, Iraq.

Or by electronic means in Acrobat PDF format to the following email address: BaghdadVouchers@state.gov and/or to BaghdadGSOProc@state.gov, attn.: name of COR.

A.5 Payment will be made by Electronic Funds Transfer (EFT) within 30 days after receipt of the proper invoice.

B. Additional Temporary Service

B.1 Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the fixed price additional temporary service fee for the service which is placed by individual delivery orders and completed.

In addition, the contractor shall provide the following support for each request for payment for additional emergency services:

- Time sheets to support the number of hours worked for each work order and signed by the contractor's approving official that work has been completed;
- Copy of the COR's written confirmation for the temporary additional services.

VII LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

A. General

A.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

A.2 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.

B. Permits

B.1 The contractor shall hold all necessary and current licenses required to comply with any applicable Iraqi state and local laws, codes and regulations in connection with the execution of the services to be provided under this contract. The contractor shall ensure that all facilities and transporters used to perform the services shall have all necessary and current licenses and required permits.

C. Employee Salary Benefits

C.1 The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and shall include them in the fixed prices in this contract.

D. Personal Injury, Property Loss or Damage (Liability)

D.1 The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

E. Amount Of Insurance

E.1 The Contractor shall provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability

- (1) Bodily Injury stated in US Dollars:
 - Per Occurrence \$5,000.00
 - Cumulative \$25,000.00

- (2) Property Damage stated in US Dollars:
 - Per Occurrence \$5,000.00

 - Cumulative \$25,000.00

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

For those Contractor employees assigned to this contract who are either United States citizens or hired in the United States or its possessions, the Contractor shall provide Worker's Compensation and War-hazard Insurance Overseas in accordance with FAR 52.228-4.

E.2 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

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

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

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

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

F. Certificate of Insurance

F.1 The Contractor shall furnish to the Contracting Officer 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 Contracting Officer 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. If Contractor is self-insured then the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

VIII TRANSITION PLAN

A. General

A.1 Within 10 days after contract award, the Contracting Officer may request that the contractor develop a plan for preparing the contractor to assume all responsibilities for maintenance services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

IX DELIVERABLES

The following items shall be delivered under this contract:

DESCRIPTION	QUANTITY	DELIVERY DATE	DELIVER TO:
Evidence of Insurance	1	5 days after award	Contracting Officer
Generator Maintenance Plan	1	5 days after NTP	COR
List of Personnel	1	5 days after award	COR
Transition Plan	1	5 days after award	COR
General Instructions	1	5 days after award	COR
Licenses/Permits	1	Date of award	CO
Payment Request	1	monthly	COR

X DISCLOSURE OF INFORMATION

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

XI QUALITY ASSURANCE PLAN (QAP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and

quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all set forth in the performance work statement (PWS)	Performance Work Statement	All required services are performed and no more than one (1) customer complaint is received per month

A. 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.

B. Standard.

The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (SEPT 2013), if any of the services exceed the standard.

C. Procedures.

D. C.4 If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor

E. additional time to correct the defect, if additional time is available. The COR shall determine how much time is

F. reasonable.

G.

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

I.

J. C.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of

K. the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of

L. the complaint.

M.

N. C.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

O.

P. C.8 Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received

Q. for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate

R. action under the Inspection clause.

S.

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

U.

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

W.

X. 2. Recruitment Plan

Y.

Z. 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.

AA.

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

CC.

DD. c. Provide sample recruitment agreement in English.

EE.

FF. 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.

GG.

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

II.

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

KK.

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

MM.

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

OO.

PP. 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.

QQ.

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

SS.

TT. 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.

UU. 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.

VV. 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/j/tip/> or from the Contracting Officer.

WW. 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).

XX. 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

YY. 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.

ZZ.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.

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

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015), is incorporated by reference (see SF-1449, Block 27A)

[While the FAR allows certain paragraphs of 52.212-4 to be tailored, the Contracting Officer should consult A/OPE before tailoring any of the language. Keep in mind that paragraphs (b), (d), (g), (i), (q), and (r) of 52.212-4 may not be tailored.]
[If there is no addendum to 52.212-4, leave this as “none”.]

Note to Contracting Officer - FAR clause 52.212-5 may NOT be tailored, e.g., you may not delete any portion of it. The clause requires you to place an “X” next to the portions which lead with a ___ tick box. We have provided guidance below. Be sure to highlight any tick marks when you send to A/OPE for review.

Paragraph (b), check as appropriate:

(1) Check if requirement exceeds \$150,000.

(2) Check if requirement exceeds \$5.5 million and the performance period is 120 days or more.

(3) Not Applicable overseas.

(4) Check if requirement exceeds \$ 30,000.

(5)N/A

(6-7) Only applicable to US firms

(8) Check if requirement exceeds \$35,000.

(9) Check if requirement exceeds \$500,000.

(10 - 24) are not applicable.

(25) Applicable to all acquisitions over micropurchase.

(26-28) Check if requirement is for supplies exceeds \$10,000 and is awarded to a U.S. firm, or is for services exceeds \$10,000 and is awarded to a U.S. firm whose employees performing the work were recruited within the U.S.

(29) Do not check if both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island. Otherwise, contact your A/OPE Desk Officer for instructions.

(30-31) Check if you have included clause 52.222-35.

(32) Do not check since you are contracting only for work that will be performed outside of the United States. If some of your work will be performed inside the U.S., contact your A/OPE Desk Officer.

(33) Check for all acquisitions

(34) Check if some of the work will be performed inside the U.S. and the requirement exceeds \$150,000.

(35) Not applicable to commercially available off the shelf items. Check only when requirement exceeds \$150,000 and is for, or specifies the use of, EPA-designated items containing recovered materials.

(36) Check for all imaging equipment (copiers, digital duplicators, facsimile machines, mailing machines, multifunction devices, printers, and scanners) when they will be-delivered; acquired by the contractor for use in performing services at a Federally controlled facility; or furnished by the contractor for use by the Government.

(37) Check for all Personal Computer Products when they will be-delivered; acquired by the contractor for use in performing services at a federally controlled facility; or furnished by the contractor for use by the Government.

(38) Check for all energy-consuming products listed in the ENERGY STAR® Program or FEMP will be- delivered; acquired by the contractor for use in performing services at a Federally controlled facility; furnished by the contractor for use by the Government; or Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(39) Only applicable if purchase Energy Products Environmental Assessment Tools (EPEAT)

(40) Check this clause.

(41) And (42) are not applicable.

(43) Check if the requirement exceeds \$191,000 and if the acquisition is covered by the WTO GPA (see FAR Subpart 25.4 for country specifics (44) Check if the requirement exceeds the micro-purchase threshold.

(45) Not applicable.

(46) and (47) only applicable if the contracting officer set aside solicitations to allow only local firms (in a disaster zone) within a specific geographic area to compete. Check if applicable.

(48) Check this clause

(49) Check this clause if the offeror has requested installation/progress payments and only after obtaining guidance from your A/OPE Desk Officer.

(50) Check if payment will be made by EFT and the Contractor has registered in the CCR.

(51) Check if payment will be made by EFT or other means, e.g. check, and the Contractor has not registered in the CCR.

(52) and (53) are not applicable.

(54) Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S-flag commercial vessels. Check Alternate I if 100% of the supplies will be transported on privately owned U.S-flag commercial vessels.

Paragraph (c) is not applicable.

Paragraph (e) applies only if award is made to a U.S. firm:

(ix) Alternate I check if local law identifies “off-limits establishments”

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2016)

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

(1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

__ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

__ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

__ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5) [Reserved].

__ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).

__ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

__ (10) [Reserved].

__ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (Nov 2011) of [52.219-3](#).

__ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (JAN 2011) of [52.219-4](#).

__ (13) [Reserved]

__ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

- __ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- __ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- __ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2015) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- __ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- __ (iv) Alternate III (Oct 2015) of [52.219-9](#).
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- __ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- __ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- __ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- __ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- __ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- __ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- __ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- __ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- __ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- __ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- __ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- __ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

— (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

— (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (36)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (Oct 2015) of [52.223-13](#).

— (37)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (Jun 2014) of [52.223-14](#).

— (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

— (39)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

— (ii) Alternate I (Jun 2014) of [52.223-16](#).

— (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

— (41) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

— (42)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

— (ii) Alternate I (May 2014) of [52.225-3](#).

— (iii) Alternate II (May 2014) of [52.225-3](#).

— (iv) Alternate III (May 2014) of [52.225-3](#).

— (43) [52.225-5](#), Trade Agreements (FEB 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

— (44) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (45) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

— (46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

__ (48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

__ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

__ (50) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (51) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (52) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

__ (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (54)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

__ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

__ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

__ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

__ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

__ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

__ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

__ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

— (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(v) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

- (viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
- (ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xi)
- __ (A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).
- __ (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).
- (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

Alternate II (Oct 2015). As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(D) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(E) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(F) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(G) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(H) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(I) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(J) ___(1) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).

___(2) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).

(K) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(L) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(M) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(O) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

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

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (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:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

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

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following FAR clause(s) is/are provided in full text:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

(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.

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 \$200.00, 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 than **\$100,000.00**;

(2) Any order for a combination of items in excess of than **\$100,000.00**; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within (1) day 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.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

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

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

The following DOSAR clause(s) is/are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

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

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

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and (2) copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

Financial Management Office
U.S. Embassy Baghdad
Al Kindi Street, International Zone, Baghdad-Iraq

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

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

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

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

** Any other day designated by the Iraqi Government

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

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

- (b) The COR for this contract is the A/RSO.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform

this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

652.242-73 AUTHORIZATION AND PERFORMANCE (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;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

ATTACHMENTS



Typical Port-A-Cooling Units



Outdoor Split Unit



Indoor Window Unit



Model: Power Solutions, P.L. 60 at ECP4



Model: FG Wilson P88E1 at ECP6



Similar not actual picture of stand-by generator at ECP6