



Embassy of the United States of America

American Embassy Dublin

July 2, 2014

Dear Prospective Quoters:

Subject: Request for Quotations number SEI300-14-Q-0020

Enclosed is a Request for Quotations (RFQ) for wooden heritage furniture condition assessment and conservation services. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

Public site visits are scheduled as follows:

- Dublin – Monday, July 14 @ 10:00, location, U.S. Ambassador’s Residence, Phoenix Park, Dublin 8 followed by a meeting at 7 Mespil Road, Ballsbridge, Dublin 4; and
- Belfast – Wednesday, July 16 @ 11:00, American Consul General, Danesfort House, 223 Stranmillis Road, Belfast BT9 5GR, followed thereafter by visits to the U.S. Consulate General’s Residence and the Deputy Principal Officer’s Residence nearby.

This is the only opportunity to visit the sites and attendance is strongly encouraged in order to gain a full understanding of the government’s requirements. Non-attendance at the site visits does not preclude a bid being submitted so long as it’s received before the due date.

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

Quotations are due by 15:00 on Tuesday August 5, 2014.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ann F. Granatino".

Ann F. Granatino
Contracting Officer

Enclosure

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE (mm-dd-yyyy)		4. ORDER NUMBER		5. SOLICITATION NUMBER SEI300-14-Q-0020		6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 07-02-2014	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Ann F. Granatino			b. TELEPHONE NUMBER (No collect calls) 01-630-6238		8. OFFER DUE DATE/ LOCAL TIME 08-05-2014 15:00	
9. ISSUED BY American Embassy Dublin 42 Elgin Road Ballsbridge Dublin 4			CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR			<input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			13b. RATING		
15. DELIVERY TO American Embassy Dublin 42 Elgin Road Ballsbridge Dublin 4		CODE		16. ADMINISTERED BY GSO			CODE		
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY American Embassy Dublin Financial Management Office 42 Elgin Road Ballsbridge Dublin 4 via Electronic Funds Transfer			
TELEPHONE NO.		<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT	
1	Heritage Furniture Maintenance Base Year - Fixed Yearly Costs (Euros) Base Year - IDIQ Costs (Euros) VAT Pricing in EURO Currency <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			1	yr			0.00 0.00 0.00 0.00 0.00	
25. ACCOUNTING AND APPROPRIATION DATA See attached funding documentation						26. TOTAL AWARD AMOUNT (For Govt. Use Only) 0.00			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 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.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ (mm-dd-yyyy). YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS 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 (mm-dd-yyyy)		31b. NAME OF CONTRACTING OFFICER (Type or Print)			31c. DATE SIGNED (mm-dd-yyyy)	
					Ann F. Granatino				
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE						STANDARD FORM 1449 (REV. 3/2005) Prescribed by GSA - FAR (48 CFR) 53.212			

CONTINUATION TO SF-1449
RFQ NUMBER SEI-300-14-Q-0020
PRICES, BLOCK 23

SECTION 1 – THE SCHEDULE

1.1 SCOPE OF CONTRACT

The Contractor shall provide services assessing the condition of heritage wooden furnishings as well as conservation treatments of the same on-site. This is a firm fixed price contract for the production of condition survey reports of heritage furniture with Indefinite Delivery/Indefinite Quantity (IDIQ) conservation treatments of the same provided on-site at the U.S Chief of Mission Residence in Dublin, Ireland, the Deputy Chief of Mission Residence in Dublin, Ireland, the U.S. Consul General Residence in Belfast, Northern Ireland, the Deputy Principal Officer Residence in Belfast, Northern Ireland, and the U.S. Consulate, Belfast, Northern Ireland. The Government will pay the Contractor for standard services that have been satisfactorily performed. It is entirely payable in the currency indicated in paragraph 1.4.6 below. The fixed price and IDIQ prices stated in Section 1.4, PRICING, shall include all direct and indirect costs to include but not be limited to insurance, overhead, general and administrative expenses and profit.

1.2 SERVICES

The services under this contract shall include a Condition Survey Report on all furniture designated as Heritage Assets (Phase 1) and conservation treatments on-site (Phase 2) as described in the Statement of Work, see Section 1.6. The goals and objectives of the contract are described in the Statement of Work. For financial and technical proposal submission requirements, see Section 3, Instructions to Offerors.

1.3 PERFORMANCE PERIOD / SCHEDULE

The Contractor shall not start performance under this contract before s/he receives the Notice to Proceed. The Condition Survey Report (Phase 1), as described in the Statement of Work (SOW) under Section 1, paragraph C.2 Condition Survey Documentation, shall be completed within 90 days of issuance of the Notice to Proceed. This performance period may be extended if official events prevent Contractor's access to ANY residence. Performance period for conservation repair services under Option Years (Phase 2) will be negotiated at the time of Option exercise.

1.4 Pricing

All offerors shall provide a fixed price for all labor, materials, and equipment, required to perform the Statement of Work in this contract for Phase I. There will be no reimbursable expenses except Value Added Taxes (VAT) and Defense Base Insurance. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates.

1.4.1 - **Standard Services – Base Year of service** – Estimated Quantities (base year period of the contract starting from the date of the Notice to Proceed effective date and continuing for a period of 12 months.

FIRM FIXED PRICE COSTS – BASE YEAR				
CLIN	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	TOTAL PRICE
0001	Condition Survey of all 223 items designated as Heritage Assets, as described in SOW, see Para. 3.2 Condition Survey Documentation and Attachment D	Lot	1	
0002	VAT	Lot	1	
0003	Defense Base Act Insurance (DBA) if required	Lot	1	
0004	TOTAL BASE YEAR NET PRICE Base Line Item	Lot	1	

Optional Line Items / Phase II

Items for conservation to be determined by Government for the Base Year and each Option Year.

INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) BASE YEAR LINE ITEMS			
Conservation repair to furniture on-site as described in the SOW 3.2.1.2 Phase II	Estimated Number of Units per Year	Cost per Unit	Total Cost
0005	Table - Small	10	
0006	Table – Medium	5	
0007	Table - Large	1	
0008	Table – Extra Large	0	
0009	Mirror	2	
0010	Side Chair – no arms	15	
0011	Side Chair – with arms	0	
0012	Upholstered Chair	2	
0013	Miscellaneous Pieces – Large	3	

0014	Miscellaneous Pieces - Medium	0		
0015	Miscellaneous Pieces - Small	1		
0016	VAT (if applicable)	1		
0017	Defense Base Act Insurance (DBA) if required	1		
TOTAL Base Year IDIQ Price				
TOTAL PRICE for Firm Fixed Price Cost and IDIQ Cost for Base Year				

During this contract period, the Government shall place orders totaling a minimum of \$100.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed \$200,000. This reflects the contract maximum for this period of performance.

1.4.2 - **Standard Services – Option Year One of service** – Estimated Quantities (option year one of the contract starting from the first day after the end of Base Year and continuing for a period of 12 months.

FIRM FIXED PRICE COSTS – OPTION YEAR ONE				
CLIN	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	TOTAL PRICE
0001	Condition Survey of all 223 items designated as Heritage Assets, as described in SOW, see Para. 3.2 Condition Survey Documentation and Attachment D	Lot	1	
0002	VAT	Lot	1	
0003	Defense Base Act Insurance (DBA) if required	Lot	1	
0004	TOTAL OPTION YEAR ONE NET PRICE Base Line Item	Lot	1	

Optional Line Items / Phase II

Items for conservation to be determined by Government for the Base Year and each Option Year.

INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) – OPTION YEAR ONE LINE ITEMS			
Conservation repair to furniture on-site as described in the SOW 3.2.1.2 Phase II	Estimated Number of Units per Year	Cost per Unit	Total Cost
0005	Table - Small	10	
0006	Table – Medium	5	
0007	Table - Large	0	
0008	Table – Extra Large	1	
0009	Mirror	2	
0010	Side Chair – no arms	16	
0011	Side Chair – with arms	3	
0012	Upholstered Chair	3	
0013	Miscellaneous Pieces – Large	4	
0014	Miscellaneous Pieces - Medium	2	
0015	Miscellaneous Pieces - Small	1	
0016	VAT (if applicable)	1 Lot	
0017	Defense Base Act Insurance (DBA) if required	1 Lot	
TOTAL Option Year One IDIQ Price			
TOTAL PRICE for Firm Fixed Price Cost and IDIQ Cost for Option Year One			

During this contract period, the Government shall place orders totaling a minimum of \$100.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed \$200,000. This reflects the contract maximum for this period of performance.

1.4.3 - Standard Services – Option Year Two of service – Estimated Quantities (option year two of the contract starting from the first day after the end of Option Year One and continuing for a period of 12 months.

FIRM FIXED PRICE COSTS – OPTION YEAR TWO				
CLIN	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	TOTAL PRICE
0001	Condition Survey of all 223 items designated as Heritage Assets, as described in SOW, see Para. 3.2 Condition Survey Documentation and Attachment D	Lot	1	
0002	VAT	Lot	1	
0003	Defense Base Act Insurance (DBA) if required	Lot	1	
0004	TOTAL OPTION YEAR TWO NET PRICE Base Line Item	Lot	1	

Optional Line Items / Phase II

Items for conservation to be determined by Government for the Base Year and each Option Year.

INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) – OPTION YEAR TWO LINE ITEMS				
CLIN	ITEM DESCRIPTION	Estimated Number of Units per Year	Cost per Unit	Total Cost
	Conservation repair to furniture on-site as described in the SOW 3.2.1.2 Phase II			
0005	Table - Small	10		
0006	Table – Medium	6		
0007	Table - Large	1		
0008	Table – Extra Large	0		
0009	Mirror	2		
0010	Side Chair – no arms	16		
0011	Side Chair – with arms	3		
0012	Upholstered Chair	2		
0013	Miscellaneous Pieces – Large	4		

0014	Miscellaneous Pieces - Medium	3		
0015	Miscellaneous Pieces - Small	1		
0016	VAT (if applicable)	1 Lot		
0017	Defense Base Act Insurance (DBA) if required	1 Lot		
TOTAL Option Year Two IDIQ Price				
TOTAL PRICE for Firm Fixed Price Cost and IDIQ Cost for Option Year Two				

During this contract period, the Government shall place orders totaling a minimum of \$100.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed \$200,000. This reflects the contract maximum for this period of performance.

1.4.4 - **Standard Services – Option Year Three of service** – Estimated Quantities (option year three of the contract starting from the first day after the end of Option Year Two and continuing for a period of 12 months.

FIRM FIXED PRICE COSTS – OPTION YEAR THREE				
CLIN	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	TOTAL PRICE
0001	Condition Survey of all 223 items designated as Heritage Assets, as described in SOW, see Para. 3.2 Condition Survey Documentation and Attachment D	Lot	1	
0002	VAT	Lot	1	
0003	Defense Base Act Insurance (DBA) if required	Lot	1	
0004	TOTAL OPTION YEAR THREE NET PRICE Base Line Item	Lot	1	

Optional Line Items / Phase II

Items for conservation to be determined by Government for the Base Year and each Option Year.

INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) OPTION YEAR THREE LINE ITEMS			
Conservation repair to furniture on-site as described in the SOW 3.2.1.2 Phase II	Estimated Number of Units per Year	Cost per Unit	Total Cost
0005	Table - Small	10	
0006	Table – Medium	6	
0007	Table - Large	1	
0008	Table – Extra Large	0	
0009	Mirror	3	
0010	Side Chair – no arms	16	
0011	Side Chair – with arms	3	
0012	Upholstered Chair	2	
0013	Miscellaneous Pieces – Large	4	
0014	Miscellaneous Pieces - Medium	2	
0015	Miscellaneous Pieces - Small	1	
0016	VAT (if applicable)	1 Lot	
0017	Defense Base Act Insurance (DBA) if required	1 Lot	
TOTAL Option Year Three IDIQ Price			
TOTAL PRICE for Firm Fixed Price Cost and IDIQ Cost for Option Year Three			

During this contract period, the Government shall place orders totaling a minimum of \$100.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed \$200,000. This reflects the contract maximum for this period of performance.

1.4.5 - Standard Services – Option Year Four of service – Estimated Quantities (option year four of the contract starting from the first day after the end of Option Year Three and continuing for a period of 12 months.

FIRM FIXED PRICE COSTS – OPTION YEAR FOUR				
CLIN	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	TOTAL PRICE
0001	Condition Survey of all 223 items designated as Heritage Assets, as described in SOW, see Para. 3.2 Condition Survey Documentation and Attachment D	Lot	1	
0002	VAT	Lot	1	
0003	Defense Base Act Insurance (DBA) if required	Lot	1	
0004	TOTAL OPTION YEAR FOUR NET PRICE Base Line Item	Lot	1	

Optional Line Items / Phase II

Items for conservation to be determined by Government for the Base Year and each Option Year.

INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) – OPTION YEAR FOUR LINE ITEMS				
	Conservation repair to furniture on-site as described in the SOW 3.2.1.2 Phase II	Estimated Number of Units per Year	Cost per Unit	Total Cost
0005	Table - Small	11		
0006	Table – Medium	6		
0007	Table - Large	0		
0008	Table – Extra Large	0		
0009	Mirror	2		
0010	Side Chair – no arms	16		
0011	Side Chair – with arms	0		
0012	Upholstered Chair	2		
0013	Miscellaneous Pieces – Large	3		

0014	Miscellaneous Pieces - Medium	0		
0015	Miscellaneous Pieces - Small	1		
0016	VAT (if applicable)	1 Lot		
0017	Defense Base Act Insurance (DBA) if required	1 Lot		
TOTAL Option Year Four IDIQ Price				
TOTAL PRICE for Firm Fixed Price Cost and IDIQ Cost for Option Year Four				

During this contract period, the Government shall place orders totaling a minimum of \$100.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed \$200,000. This reflects the contract maximum for this period of performance.

BASE YEAR TOTAL: _____
 OPTION YEAR ONE TOTAL: _____
 OPTION YEAR TWO TOTAL: _____
 OPTION YEAR THREE TOTAL: _____
 OPTION YEAR FOUR TOTAL: _____

TOTAL BASE YEAR AND ALL OPTION YEARS: _____

1.4.6 STATE CURRENCY: _____

1.4.7 Taxes to include Value Added Tax (VAT)

The Contractor shall be responsible for paying to the applicable rate of Value Added Tax or other sales taxes to the appropriate authority. The VAT shall be reflected as a separate cost-item on all invoices so the Government may attempt to recover the taxes. Proof of payment of the tax is required for reimbursement by the Government. No reimbursement will exceed the amount bid on the proposal for the tax.

1.4.8 Defense Base Act Insurance:

DBA insurance may be required in accordance with FAR clauses 52.228-3 and 52.228-4 contained in Section 2 Clauses. DOSAR Clause 652.228-70, see Section 5, assists the Contractor in determining his need for DBA insurance or other coverage. DBA Insurance may be obtained from any U.S. Department of Labor authorized DBA insurance broker. DBA insurance cost will be evaluated as part of the total evaluated fixed price and included in the fixed price of the contract.

1.5 Reserved

1.6 STATEMENT OF WORK

INTRODUCTION

Background: Historic furniture and decorative arts held in collections in the residence of the U.S. Ambassadors, the Deputy Chief of Missions and the Consul Generals abroad are situated in highly important spaces used routinely to further diplomacy. The collections fall under the oversight of the Cultural Heritage Branch of the Office of Residential Design and Cultural Heritage (Overseas Building Operations, Department of State, United States Government), which seeks to establish and maintain a program of routine examination, documentation, conservation treatment, and preventive conservation activities to better support the preservation of collections.

Purpose and General Information: The purpose of this Request for Quotation (RFQ) is to obtain professional conservation for furniture and decorative arts at the U.S. Ambassador Residence and the Deputy Chief of Mission Residence, both in Dublin, Ireland, and at the Consul General Residence, the Deputy Principal Officer Residence, and the U.S. Consulate building, all in Belfast, Northern Ireland. The services entail two (2) phases, Phase One (1) (under Basic Line Item in the Pricing Section) is a condition assessment / survey with photographs of all of the furniture designated as a Heritage Assets by the U.S. Department of State including furniture and decorative arts primarily composed of wood, see Attachment A, List of Heritage Assets. Phase Two (2) (under Optional Line Items in the Pricing Section) is to provide documented conservation repair and touch-ups to furniture on site and DOES NOT include major restoration services required off-site in a formal conservation laboratory. Contractor may be required to perform work for the condition assessment report (Phase 1) as well as restoration work on some pieces of furniture stored temporarily at the U.S. Embassy Dublin or the Consulate General Belfast. The volume of on-site conservation treatment work to be performed in Phase Two (2) is determined by the U.S. Department of State, after submission of the results of Phase One (1). The work will be performed during the Base Year and four (4) Options Years, see Section 1.4 PRICING.

Summary of Requirements: This contract serves to establish a program of preventive conservation maintenance for furniture and decorative arts primarily composed of wood. There are two phases: In Phase 1 the Contractor conducts a condition survey to document the current collection on an item-by-item basis. Once the current condition is established for each item and is analyzed and authorized by the government, the Contractor performs conservation treatments on-site in Phase 2. The minor treatments to be performed on-site, include: minor cleaning, minor loss compensation, limited chemical or physical stabilization, application of adhesives or protective coatings, reattachments of insecure parts, or other conservation treatment or preventive measure as necessary. The goal is to stabilize physical and aesthetic damage and to arrest or prevent further damage. This contract does not encompass activities that are considered by the conservation community to be full restoration treatments that should be conducted in an offsite laboratory due to the scale of the work, tools and resources required, and health and safety for use of chemicals and tools.

Summary Scope of Collections and Material Type: The Contractor shall provide services for historic and culturally valuable furniture and decorative arts (primarily composed of wood and wood composites) such as (but not limited to): tables, desks, chairs, bureaus, chests, consoles, buffets, nightstands, beds, wall fixtures, lamps, clocks, sconces, mantelpieces, mirrors, faux finishes, japanned surfaces, and misc. décor that is categorized as furniture but not fine art (paintings and sculpture) or architectural elements affixed to buildings. Accessories and attachments can include metal hardware, leather or marble covers or insets, gilt surfaces, glass tops or insets, upholstery, or other materials.

Definitions and Acronyms:

AIC - American Institute of Conservation for Historic and Artistic Works
CGR – Consul General Residence
CMR – Chief of Mission Residence
CO - Contracting Officer
COR - Contract Officer Representative
DCR – Deputy Chief of Mission Residence
FAR - Federal Acquisition Regulations (www.acquisition.gov/far/)
Government means U.S. Government
OBO - Overseas Building Operations
POC - Point-of Contact
SOW - Statement of Work

A. GOVERNMENT FURNISHED PROPERTY

- A.1. The U.S. Government shall provide scheduled access to the historic collection of objects (furniture and decorative arts) to allow the Contractor to perform the required work. The Contractor acknowledges that the U.S. Government remains the responsible custodian and owner of their historic collection materials. All pieces that are the subject of this contract are set forth in Attachment A.
- A.2. Protection of Government Records: Extreme care shall be exercised in handling all collection materials in conformance with approved laboratory practices and procedures for museum materials as recognized by the museum and cultural heritage industry. The Contractor is responsible for the proper care, handling, and maintenance of all U.S. Government materials furnished by the U.S. Government. The Contractor is responsible for damage caused by Contractor negligence (e.g., rough handling) or failure to adhere to the requirements of the contract.
- A.3. The U.S. Government retains all copyrights to data collected or produced (including written, drawn, photographic, digitally generated, copies, reproductions or other duplicates in whole or in part of records, drawings, photographs, analyses and scholarly notations) by the Contractor for this requirement as per FAR subpart 27.2 Patents and Copyrights, and FAR subpart 27.4 Rights in Data and Copyrights. Generally, the Contractor must obtain permission of the CO prior to asserting rights in any copyrighted work containing data first produced in the performance of a contract. However, contractors are normally authorized, without prior approval of the contracting officer, to assert copyright in technical or scientific articles based on or containing such data that is published in academic, technical, or professional journals, symposia proceedings and similar works (FAR subpart 27.404-3).

B. CONTRACTOR QUALIFICATIONS

B.1. Staff: The Contractor shall provide professionally trained, experienced conservators and technicians possessing the skills, knowledge, experience, and training, to satisfactorily perform the services required by this contract.

B.1.1. Staff or sub-contractor staff performing under this contract shall remain employees of the Contractor and /or subcontractor, and will not be considered employees of the United States Government.

B.1.2. Only approved Contractor employees and subcontractors are allowed to engage in conservation activities (as defined in section 4.3, such as cleaning and repair). The Government reserves the right to reject any Contractor employees and subcontractors deemed unqualified to engage in conservation activities. If it is the Contractor's desire to replace or add any employees and subcontractors, the Contractor must submit the: names, qualifications and portfolios under Volume 2 (the same information requested in Section 3 – Instructions to Offerors, Volume 2, Contractor Qualifications) for all employees or subcontractors to the COR a minimum of seven (7) days in advance of the expected date the employee or subcontractor will engage in conservation activities. Any unapproved employees or subcontractors that accompany Government-approved Contractor employee or subcontractor are expressly prohibited from engaging in any conservation treatment activities. Unapproved Contractor employee or subcontractor can only perform administrative duties (as specified in 3.1 and 3.2 such as documentation, translation, etc). The Contracting Officer reserves the right to void any contract based on evidence that an unapproved Contractor employee or subcontractor has engaged in a conservation treatment activity. The Contractor will be responsible for damages. The Government will determine if damages equate to repair value or replacement value.

B.1.3. Qualifications: Conservators shall be professionally trained to the standards of the host country in the conservation of materials that are present in furniture and decorative arts, primarily wood; and the ability and experience to treat non-wood furniture parts and decorative arts made from: leather, metal, glass, stone, painted media, gilt media, and upholstery. The Contractor shall be familiar with recent advances in conservation through publications, workshops, and conferences. All conservators are required at a minimum to possess the professional qualification required by the Department of Arts, Heritage and the Gaeltacht. This includes both Masters achieved at professional conservation schools that are nationally and internationally recognized (such as the Galway-Mayo Institute of Technology and the Royal College of Art or The Cultural Heritage National Training Organisation as well as equivalent university degrees in conservation or cultural heritage.

Technician and assistant positions require (at a minimum) 5 years' experience and competency in specific support task like documentation, photography, and supervised treatments. Technician and assistants MAY NOT work unsupervised or beyond their current professional capacity and shall not be made responsible by the

Contractor for tasks a fully trained supervisor, conservator, senior conservator, or administrator would normally perform. Attachment B, AIC's Defining the Conservator: Essential Competencies serves as a guide for expected quantification of Contractor skills.

- B.2. The Contractor and subcontractors shall possess local licenses and meet requirements for working in the conservation/restoration field as required by local law, see license requirement under Section 3, Volume Two: Technical information .
- B.3. The Contractor shall be responsible for supervising, directing, or otherwise controlling their personnel and must comply with all security requirements; see section 1.7.3, Security Requirements.
- B.4. Insurance: The Contractor shall, at his own expense provide and maintain, during the entire contract performance period, General Liability Insurance in the following minimum amounts: EUR 1,500,000.00 for bodily injuries and the same amount for property damages. The evidence of insurance will be provided 15 days after the award of the contract.
- B.5. Equipment: The Contractor shall supply all of the equipment necessary to perform the tasks as specified in individual task orders.
- B.6. Technology: The Contractor shall supply the technology, computers, printers, data media, digital photography equipment, and software necessary to complete the tasks.
- B.7. Supplies, Services and Products: The Contractor is responsible to provide all supplies, services, and products required for conservation repair work.

C. SCOPE OF WORK

C.1. Management of Project

- C.1.1. The Contractor shall manage all technical and administrative tasks associated with the condition assessment, execution, and completion/termination of conservation treatment projects as specified in the scope of work. The volume of work will be determined by the CO for each Option Year.
- C.1.2. Throughout the project, the Contractor shall have a designated English-speaking POC who maintains contact and communications with the CO and COR in order to discuss access schedules, report progress/delays, and coordinate the logistics, and any change orders to the Proposal as necessary. The Contractor is advised that only the CO, through consultation with the COR, can give written authorization to make changes to the proposed conservation activities, cost estimates, or other modifications.
- C.1.3. Contractor shall adhere to deadlines established in the performance period.

C.2. Phase 1 - Condition Survey Documentation:

C.2.1. The Contractor shall prepare in English written and digital Collection Condition Survey Reports, Treatment Proposals and Treatment Reports of high quality conforming to industry standards for each conservation project. (Please see Attachments C and C-1.) In written documentation the Contractor shall use terminology generally accepted within the profession and should amplify the record as necessary to make it understandable to the client. The final electronic files shall be a .PDF file document (not .SNP or XML). This is to ensure record compatibility and integration within OBO records. The scope of content for each type of report shall include at a minimum:

C.2.1.1. Collection Condition Survey Report is a Phase 1 activity, and an example is given in Attachment C, Examples of Condition Surveys. Although similar to the examples, this requirement shall contain FOUR (4) sections of information limited to 1-2 typed and printed pages per item including:

- (1) A brief written description of the heritage item and its damage, including: date; Contractor information (or letterhead); site information; object name (chair, inlaid table, etc); 6-digit inventory number; classification (furniture vs. decorative art); location within the site; origin; components of primary and secondary materials, attachments, hardware, and embellishments; fabrication techniques; materials and finish; maker's marks; dimensions; condition issues of both the surface (dirt, infestations, dents, cracks, loss, chips, scratches/abrasions, discoloration, and other) and the structure (loose joints, broken or lost components, failed upholstery seams, misalignment, other); previous interventions; treatment steps and materials; photography; signatures of authority and Contractor; sampling and analysis; diagrams, drawings, and all other pertinent information.
- (2) One (1) to four (4) digital images showing the object's sides and damage on the same page(s) as the description in 300 dpi resolution.
- (3) Cost estimate for treatment based on a quick initial visual inspection. (Contractor will have a second opportunity in Phase II to develop a more accurate proposal).
- (4) A summary rating spreadsheet prioritizing all the pieces for future treatments, showing the object name, catalog number, cost estimate for treatment, and rating. The Contractor shall assign a rating number to each heritage item on a scale of 1-4, based on urgency and condition, for planning purposes. The rating scale reflects the level and rate of risk of imminent loss to the heritage item:

Rating 1: Imminent danger to contaminate other collections and staff by the presence or mold or pests. Any damage which affects the safety of people or can affect the other collection materials is the most urgent.

Rating 2: Items with severe (but isolated problems which do not affect other objects) issues such as un-serviceability due to broken or missing structural parts (legs, drawers, etc.). This rating shows major impact on function and safety of using of the heritage item.

Rating 3: Obvious damage apparent from a distance of one (1) meter, such as losses to veneer, stains, and minor structural issues like a misaligned drawer or missing hardware. This rating shows minor impact on function of the heritage item and visually obvious damage.

Rating 4: Small scratches, losses to veneer over 3cm in length, dents, or problems otherwise unsightly but not visually obvious from 1 meter. This rating shows no structural issues and only visually minor damage.

Phase 2 – Conservation Repair Work (Optional line items-Base Year and Option Years 1, 2, 3, 4)

The Government reserves the right to unilaterally award the Base Year services within up to 180 days from completion of Condition Survey. This clause applies to all the follow-on Option Years.

Items for conservation will be determined by the Government for the Base Year and each Option Year. Task Orders will be issued for each IDIQ service required during the Base Year and the subsequent Option Years, if exercised.

C.2.1.2. Treatment Proposal: A written and photographic document executed in Phase 2, required for each heritage object. The document expands on the condition issues in more detail than provided in the Phase 1 condition survey. This includes including observations on any previous restorations or repairs, examination methods, scientific analysis, and historic references as applicable. The methods and materials proposed for the treatment shall be in a logical sequence and using conservation grade materials.

C.2.1.3. Changes: If in the course of treatment there is a discovery of a new issue and if Contractor determines that a change (contract modification) is necessary, the COR shall be notified in writing of the circumstances and the suggestions for the changes. Contractor shall submit a revised proposal which shows the issue in a digital image and provides a written description of the proposed remedy and subsequent increased costs due to discovery of an unknown condition. A written modification will be issued if the proposal is approved by the CO. Permission to proceed with an alternative treatment material or method shall be granted in writing by the Contracting Officer before treatment continues. Starting from Option Year Two, Contractor is required to annually update his Condition Survey to identify new damages.

C.2.1.4. A Final Treatment Report describing the completed treatment methods and materials in detail is required, executed in Phase 2, after treatment is

complete. The report describes the level of success of the methods and materials used, any unsolved issues, and other communications as necessary.

C.2.1.5. Historic Collection Housekeeping Proposal booklet: if the Phase 1 Condition Survey Report shows damages from improper housekeeping techniques, the Contractor shall inspect, analyze, evaluate, and determine the preservation housekeeping needs of the historic collection and recommend preventive maintenance techniques for internal housekeeping staff. Tasks shall be identified, a schedule recommended, and tools and methods illustrated in digital photos. Delineation between tasks for local housekeepers (such as dusting) and for local conservators (interventions) should be based on level of frequency, materials, and technical skill. The booklet can be up to 20 printed pages and shall be available on a CD as a .PDF file document (not .SNP or XML).

C.2.2. Digital images for documentation shall meet the current industry standards for conservation, including the following:

C.2.2.1. Digital photographs are required in the Condition Survey, to show placement of the objects in the rooms, any formal minor Treatment Proposals and Treatment Reports. 'Before,' and 'After' treatment photos of all sides or views of the object are required for treatments, and 'During' treatment photos shall be included to highlight details or methods.

C.2.2.2. In labeling of graphic documentation, the Contractor shall use terminology generally accepted within the profession and should amplify the record as necessary to make it understandable to the owner/custodian. Identifying information such as the object catalog number/inventory number, date, view, and description of detail can be added to the file's metadata or file name for clarity.

C.2.2.3. Two copies of each image are required, one is for digital archive and one is for common use.

C.2.2.3..1. Archive images of the object shall be loss-less RAW compression or uncompressed 16-bit TIFF files (not JPEGs) with a minimum resolution for the photos (equal to a photograph) of 2400 ppi (pixels per inch). The purpose of these is to have unedited, digital archive quality photos which are not opened, altered, or used unless the use copy is lost. They become part of the institutional digital archive.

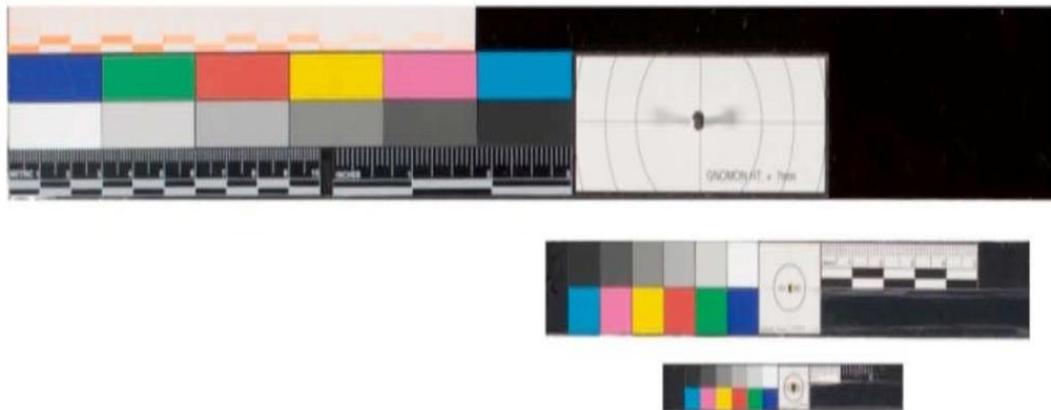
C.2.2.3..2. The use copy of the digital image shall be a JPEG with a resolution for the photos (equal to a photograph) of 300-600 ppi (pixels per inch). The purpose of these copies is to include them in reports and dialogue between e-mail recipients about condition and course of action, and are compatible with most common color printers.

C.2.2.4. Digital photographs shall be white balanced and include an appropriate size scale (with blocks displaying BOTH inches and the metric scale) and a digital standard color target. Examples include, but are not limited to:

- The X-Rite or Pantone GretagMacbeth Color Checker. (Reference information can be found in the American Institute of Conservation of Historic and Artistic Works (AIC) News July 2005 Vol. 30, No.4, p. 11-15). (Image from: <http://www.rmimaging.com/information/colorchecker.html>)



- AIC PhotoDocumentation Targets (AIC PhD Targets shown below)



C.2.3. Written, drawn, photographic, digitally generated, copies, reproductions or other duplicates in whole or in part of records, drawings, photographs, analyses and scholarly notations are the property of the Contractor. However, copies shall be turned over at the conclusion of each individual conservation treatment as part of the conservator's report for review and approval by the COR.

- C.2.3.1. The required reports, photographs, analytical results (described in the next section), and any other documentation shall be provided on gold coated archival quality CD or DVD to the COR within 2 weeks of any completed project unless otherwise specified. A second identical copy shall be provided for retention by the Cultural Heritage Branch of the Office of Residential Design and Cultural Heritage (Overseas Building Operations).
- C.2.3.2. Media containing digital files should also be appropriately marked externally to indicate the content AND marked "UNCLASSIFIED" directly on the CD/DVD.

C.3. Minor Conservation Treatments:

C.3.1. Standards: The Standards of Practice required are those put forth by the American Institute of Conservation for Historic and Artistic Works. The Contractor is expected to know and apply the Standards to all products. The Contractor strives to retain value and authenticity, while repairing aesthetics and functionality. The work reflects conservation which places more emphasis on preserving intact original materials than restoration which allows for painting beyond the areas of loss to cover original material and make repairs 'invisible,' and indiscriminate substitution of parts. Ideally, all treatments demonstrate protection of the integrity, style, and form of the object. Treatments and documentation shall conform to the ethics and guidelines for practice of the:

American Institute of Conservation for Historic and Artistic Works (AIC)
1717 K Street NW, Suite 200
Washington, DC 20036-5346
202-452-9545
202-452-9328 (fax)
info@aic-faic.org
(<http://www.conservation-us.org/index.cfm?fuseaction=page.viewpage&pageid=526>)

- C.3.2. Sequence of activities: The Government will issue task orders requesting the Contractor to conduct Phase II work on specifically identified pieces of furniture. The items set forth in the Pricing Section are estimates only and based on funding available in any given fiscal year, zero to all of the items specified may be tasked to be treated. Once the task order has been issued, the COR will make arrangements with the Contractor for escorted access to the furnishings in order to carry out the work.
- C.3.3. Updated practices: The Contractor shall be familiar with recent advances in conservation through publications, workshops, and conferences. The work shall utilize such advances in scientific techniques, material analysis, as well as application of chemicals specifically engineered for the given situation.

Example: Any materials added to a heritage object (coatings, waxes, adhesives, fillers, paints, varnishes) shall be a conservation grade material which has been scientifically tested for reversibility, ageing, and stability.

C.3.4. Basic practice includes:

- C.3.4.1. Loss compensation shall not to be so visually deceptive that it cannot be identified by another conservator.
- C.3.4.2. Previous restorations (when appropriate) are to be documented prior to removal.
- C.3.4.3. Surface cleaning by vacuum, molecular sponge, or other dry methods may be necessary. Aqueous or solvent methods compatible to removing soil, old repairs, waxy residue, or grime are to be selected according to the principles of solubility and spot testing.
- C.3.4.4. Consolidation of flaking, tenting, powdering, or unstable paints on painted furniture prevents further loss.
- C.3.4.5. Pest treatment shall be limited to current methods of anoxia and not introduce harmful chemical residues.
- C.3.4.6. Inpainting with appropriate resin, acrylate, or other conservation-grade paints shall be performed as necessary and not overlap onto original, intact surfaces. Inpainting shall be separated from the original materials with a thin, reversible barrier layer whenever possible.
- C.3.4.7. Surface finishes: Oil and water gilding may be required for gilt furniture repair. The removal of old painted repairs may be necessary. Original finishes shall not be stripped away unless absolutely necessary for repairing extreme damage (ex. water damage, light bleaching) as they are directly related to the value of the furniture. New varnish, lacquers, or finishes shall imitate the original color and gloss as much as possible for authenticity.
- C.3.4.8. Auxiliary supports and structural repairs used to support original structural materials shall be as compatible as possible visually and structurally and not cause further stress to the object. Structural repairs shall restore functionality and weight-bearing capability as necessary. Replaced components shall be discretely labeled so as to not be confused with original parts upon close inspection.
- C.3.4.9. Disassembly, such as removal and replacement of hardware, may be required but original parts shall be re-used and only replaced if they are broken beyond repair.

C.3.5. Variability in the Standards: When it is uncertain the Contractor can conform to standards on a specific treatment process, a dialogue will ensue between the Contractor and COR to reach an agreement. Professional discourse regarding the methods and materials is a normal practice, and is not counted against the Contractor as a technical weakness. Examples of typical discussion topics include: Non-conservation materials may be necessary to use (such as commercial wood glues) in rare occasions but shall represent the best possible solution. It shall be justified that no conservation grade material can satisfy the requirement for adhesion, strength, or other quality needed for furniture that is both historic and used, and is not static museum displays.

NOTE: Exhibit C-1 is a sample of the Data Sheet the Government would like the Contractor to use in conducting Condition Surveys, which differs in part from the condition survey sheets in Exhibit C.

D. 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, to notify the Contracting Officer of continued unsatisfactory performance, and advise the Contractor of unsatisfactory performance. The Contractor, not the Government, is responsible for managing all products and services to the specifications and standards to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract specifications and standards are achieved.

Government Performance Objective/Standard	Contractor Acceptable Performance Threshold
Management: Coordinated for schedule of activities and delivery of proposals and reports on time.	Fulfilled schedule for treatment and deliverables, arrived on time for appointments as coordinated with COR; anticipated delays were communicated 24 hours in advance so the customer was not inconvenienced.
Documentation: Contractor produced and delivered reports, photographs in correct format, on gold coated CD's/DVD's.	Products meet specifications of section C.2 of the SOW.
Treatments shall: be reversible to an acceptable degree, shall stabilize the object, compensate for loss when required, be of sound methods and materials, and to the standards of the industry	Treatments shall meet quality standards (section C.3) of the SOW.

If damage occurs due to Contractor negligence, unprofessional work, unacceptable techniques, incompetence, or accident, the U.S. Government reserves the right to legally recover damages from the Contractor up to the market value of the affected furniture item(s).

Requirements for technical and financial proposals are to be found in Section 3 under Instructions to Offerors for Proposal Submission.

1.7 LIST OF ATTCHMENTS:

1. Attachment A - List of Heritage Assets
2. Attachment B – AIC / Conservator’s Essential Competences
3. Attachment C – Examples of Condition Survey
4. Attachment C-1 – Sample Data Sheet
5. Attachment D – Photographs of All Furnishings Covered in Contract

1.7.1 Place of Performance

The place of performance for this contract will be at one of the following locations: the U.S. Ambassador’s Residence in Dublin (Phoenix Park), the DCM Residence on Mespil Road in Dublin, or at one of the following Belfast, Northern Ireland locations: the Consul General Residence, the Deputy Principal Officer Residence, and the U.S. Consulate Building.

1.7.2 Release of Information

All information furnished to the Contractor and developed by the Contractor in connection with this transaction shall be considered privileged. The Contractor shall make no public announcements, including news or press releases about this contract.

1.7.3 Security Requirements

For work to be performed at any of the Embassy Dublin properties, the Contractor shall be responsible for providing to the COR the name(s) of all personnel requiring access to any of the locations above where work is to be performed. All personnel must be escorted by approved Embassy personnel in order to work on the premises. In addition to the name(s), please provide mobile cellular number for each person, as well as the make, model, color and plate number of any vehicle that would need access to the premises. This information must be provided to the COR one week in advance of scheduled work. Late entries will be reviewed by the security office on a case-by-case basis and Contractor should not assume that they will be granted access. In addition to personnel and vehicles requiring access, please identify any tools and materials that will be brought upon government property.

For work to be performed at any of the Consulate General Belfast properties, within fourteen (14) days of contract award, the Contractor shall submit to the COR a list of names of all personnel requiring daily access. For each of the Contractor’s employees requiring access, the Contractor shall also submit a copy of a valid government-issued photo ID and a completed and signed clearance request form provided by the Consulate’s Security Assistant. Upon successful completion of the preliminary controls, the Contractor’s personnel will be interviewed by the Consulate’s Security Office. Subsequent to the security clearances’ positive response, each member of the Contractor’s staff will receive a badge that will grant unescorted access to the property. The contractor shall request access for suppliers three (3) days in advance by providing the name and the mobile number of the supplier to the Consulate; the suppliers are required to bring government-issued photo ID in order to access the consulate. The Contractor shall also provide the brand mark, model and license plate of all staff and supplier vehicles requiring access to the Consulate’s properties at least one (1) day in advance of arrival at the Consulate’s properties. In addition to personnel and vehicles requiring access, please identify any tools and materials that will be brought upon government property.

1.8 CHOICE OF LAW

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Civilian Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013), is incorporated by reference. (See SF-1449, block 27a).

The following FAR clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-6, *Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).*

___ (2) 52.203-13, *Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).*

___ (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.)*

X (4) 52.204-10, *Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).*

___ (5) 52.204-11, *American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).*

___ (6) 52.209-6, *Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).*

___ (7) 52.209-9, *Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).*

___ (8) 52.209-10, *Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L.*

111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (11) [Reserved]

__ (12)(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).

__ (13)(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.

__ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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 (Jul 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

__ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

- ___ (25) 52.219-30, *Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013)* (15 U.S.C. 637(m)).
- ___ (26) 52.222-3, *Convict Labor (June 2003)* (E.O. 11755).
- ___ (27) 52.222-19, *Child Labor—Cooperation with Authorities and Remedies (Mar 2012)* (E.O. 13126).
- ___ (28) 52.222-21, *Prohibition of Segregated Facilities (Feb 1999)*.
- ___ (29) 52.222-26, *Equal Opportunity (Mar 2007)* (E.O. 11246).
- ___ (30) 52.222-35, *Equal Opportunity for Veterans (Sep 2010)*(38 U.S.C. 4212).
- ___ (31) 52.222-36, *Affirmative Action for Workers with Disabilities (Oct 2010)* (29 U.S.C. 793).
- ___ (32) 52.222-37, *Employment Reports on Veterans (SEP 2010)* (38 U.S.C. 4212).
- ___ (33) 52.222-40, *Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)* (E.O. 13496).
- ___ (34) 52.222-54, *Employment Eligibility Verification (JUL 2012)*. (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) 52.223-15, *Energy Efficiency in Energy-Consuming Products (DEC 2007)* (42 U.S.C. 8259b).
- ___ (37)(i) 52.223-16, *IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)* (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- _X_ (38) 52.223-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)* (E.O. 13513).
- ___ (39) 52.225-1, *Buy American Act—Supplies (Feb 2009)* (41 U.S.C. 10a-10d).
- ___ (40)(i) 52.225-3, *Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012)* (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 (Mar 2012) of 52.225-3.
- ___ (iii) Alternate II (Mar 2012) of 52.225-3.
- ___ (iv) Alternate III (Nov 2012) of 52.225-3.
- ___ (41) 52.225-5, *Trade Agreements (SEPT 2013)* (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (42) 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).

___ (43) 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).

___ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (52)(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:

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 \$650,000 (\$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 (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 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).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 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)

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>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
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 clauses 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.

(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 one hundred dollars (\$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 fifty thousand dollars (\$50,000);

(2) Any order for a combination of items in excess of \$100,000; or

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

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

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

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 66 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 CLAUSES 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.

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*.

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 no 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). The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(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

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.

In addition to the holidays listed above, the U.S. Embassy in Dublin observes all Irish bank holidays and St. Patrick's Day, and the U.S. Consulate General in Belfast observes all UK/Northern Irish bank and public holidays.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the

Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

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

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

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

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

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

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

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 General Services Office Property Supervisor.

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.

SECTION 3 - SOLICITATION PROVISIONS

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

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JULY 2013), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

Each offer must consist of the following provided in two volumes:

Volume one: Pricing

- Completed cover page (SF 1449 blocs 30a, 30b and 30c)
- Section 1, Pricing, see Solicitation.
- Detailed price breakdown – all offers shall provide a cost break down showing the total amount of funding requested, with a breakdown of amounts to be spent in the following budget categories: personnel; equipment; supplies; consultants, insurance; other direct costs; and indirect costs, overhead (salaries, daily administration costs) and profit. The budget submission must include a detailed spreadsheet and may include a budget narrative to provide any information that will clarify the rationale and justification for expenses.
- The amounts proposed for VAT and DBA will all be part of the evaluated total price. If no tax is proposed then the Government will not reimburse the taxes at a later date unless a new law is passed after the award date of the contract.
- Completed Section 5, Representations and Certifications – Commercial Items.
- Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2);
- The offeror must agree to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

Volume two: Technical Information

SUBMISSION REQUIREMENTS FOR TECHNICAL PROPOSAL:

A technical proposal package must include the following elements:

1. Contractor Qualifications:

The following shall be submitted:

A RESUME for each staff member which includes the following:

- summarizes their professional qualifications;

- lists relevant degrees, professional training, and certifications, see B.1.3 Qualifications;
- past places of employment, dates, primary duties, and supervisor contact information;
- describe experience, specific skills, specializations (proof of their ability to execute skills necessary to fulfill this contract, such as specialization in treatment of furniture as per B.1.3);
- evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2);
- if a subcontractor is performing 25% or more work his/her resume will be provided as described above

The resumes should clearly demonstrate that each Contractor's staff and subcontract members are qualified as per Section 1, paragraph 1.6, subparagraph B.1.3 - Qualifications.

2. Experience

- Two (2) different examples of wooden artifacts (possibly pieces of furniture) treatment reports signed by the client with photos shall be submitted to provide information on the level of competency, skill, novel treatment innovations, level of documentation, and photography, as per Attachment C. The examples must demonstrate competency and experience in the following areas:
 - Appropriate use of conservation terminology in documents in English.
 - Demonstrate in examinations, condition reports, and treatment proposals:
 - Knowledge of current and past conservation techniques, scientific principles, and materials.
 - Inclusion of the history of production, descriptive language, and concise furniture characterization.
- In addition, include one (1) condition survey project, or project similar in scope to this requirement which was performed for one or more clients. Submit written and photographic documentation for three (3) wooden items such as (but not limited to): artworks made of wood, wooden historic objects, wood furniture, frames with a wood base, wood altarpieces, wood decorative arts, and other composite object with significant wood parts. Please do not send an entire copy of a complete survey which is too voluminous; just provide three (3) single items as examples with relevant conclusions, reports or recommendations to the client.

3. Past performance

List three (3) projects similar in scope that your company has held over the past 7 years, or two (2) projects similar in scope that your company has held over the past 5 years. Provide the following information for each:

- Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- Contract number and type;
- Date of the contract award, places of performance, and completion dates;
- Contract dollar value;
- Brief description of the work, including responsibilities;

- Comparability to the work required in this solicitation for the survey and treatment of furniture and decorative arts primarily composed of wood;
- Brief discussion of any terminations (partial or complete) and the type (convenience or default) as well as any show cause notices or cure notices (provide explanatory details);

Offerors are advised that the past performance information requested above may be discussed with the customer personnel. In addition, personnel referenced may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with, and assist, the customer in routine matters and when confronted by unexpected difficulties; and
- Business integrity/business conduct.

If a subcontractor is performing 25% or more of the work his/her experience and past performance will be documented as described above.

4. Management

- The name and contact information of an English-speaking point of contact (POC) who will manage all information between the Contractor and the Contracting Officer Representative (COR) will be provided.
- The Contractor shall briefly summarize their project management experience relating to relevant projects. If the project manager is not the POC, please provide the name and qualifications of the project manager.
- **Insurance:** The Contractor shall, at his own expense, provide and maintain during the entire performance period General Liability Insurance in the following minimum amounts: EUR1, 500,000.00 for bodily injuries and the same amount for property damages. The evidence of insurance will be provided 15 days after award of the contract.
- **Subcontractors:** If a subcontractor is performing 25% or more of the work, Contractor will specify the breakdown of work between Contractor and subcontractor.

- **Joint Venture Agreements:**

Joint Venture Offerors shall furnish with their proposal a notarized legal document that establishes the Joint Venture. The Joint Venture Agreement shall take effect upon the submission of the proposal and remain irrevocable until one (1) year after the work has been finally inspected and accepted by the Government. The Joint Venture Agreement shall include, at a minimum, the following:

- (1) Name of firms that form the Joint Venture and the name of the Joint Venture
- (2) Name and title of the corporate officials signing on behalf of each party
- (3) Solicitation number
- (4) Description of the responsibilities in terms of work category for each partner (for example Firm A performing Final of C-2-d) that sufficiently demonstrates how the joint venture meets the work requirements of this solicitation

- (5) The statement “The composition and structure of the Joint Venture will remain unchanged from award to one (1) year after the work has been finally inspected and accepted by the Government.”
- (6) Date of issuance of the agreement and notarized signature of the corporate officials on behalf of each party.

The U.S. Government reserves the right to review the actual Joint Venture agreement to determine its basis and compliance with the applicable laws. Any internal agreement affecting the internal composition of the existing Joint Venture and its potential liabilities in relation to the contract (bonds, bank guarantees, insurance, etc.) will be sent to the Contracting Officer to provide notice of the same. Any change in the composition of the Joint Venture will require the Joint Venture to formally request a Novation Agreement in accordance with FAR Part 42 which will be approved/disapproved at the discretion of the Contracting Officer.

The Joint Venture shall include the warrant required in accordance with DOSAR 652.242-73, Authorization and Performance.

Delivery of Proposals:

- 1.) The complete proposal (Volume 1 and Volume 2) shall be submitted in a sealed envelope marked SEI300-14-Q-0020 to the following address on or before **August 5, 2014**:

U.S. Embassy Dublin
Attn: Ann Granatino
42 Elgin Road
Ballsbridge
Dublin 2
Republic of Ireland

- 2.) Additionally, the proposal can be submitted **electronically** via email to GranatinoAF@state.gov with copy to DowneyEJ@state.gov.

Closing Date : Tuesday, August 5, 2014, 15:00 hours local time.

Offers not received by the closing date or time may be rejected without review.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. 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 FAR is not available at the locations indicated above, use of an internet “search engine” (for example Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS (DEC 2012)
52.237-1	SITE VISIT (APR 1984)

The site visit will be held on July 14 at 10:00 AM at the Chief of Mission Residence in Phoenix Park to be followed by a site visit at the Deputy Chief of Mission Residence at 7 Mespil Road in Dublin at approximately 11:30 AM. An additional site visit will be held at the U.S. Consul General Residence in Belfast Northern Ireland on July 16 at 11 AM, followed by site visits at the other two Belfast locations. Prospective offerors/quoters should contact Emmet Downey, Procurement Supervisor, at 01-630-6241 or DowneyEJ@state.gov for additional information or to arrange entry to the buildings.

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

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

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

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

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Embassy Dublin's Management Officer, at +353(1)630-6228. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

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

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine Contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government intends to award the contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process shall include the following:

(A) COMPLIANCE REVIEW. The Government will perform an initial review of proposals received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals that do not conform to the solicitation requirements as described in Section 3, under Proposal Instructions to offerors, Volume 1 and Volume 2. An offeror without a valid, current business license required by local law at the time of proposal submission will be eliminated from the competition and the Government will not evaluate the proposal.

(B) TECHNICAL ACCEPTABILITY. Proposals found to be in compliance with all requirements under Volume 1, will be reviewed for technical acceptability. Technical acceptability will include review of the following elements as described under Submission Requirements for Technical proposal. The end result of this review will be a determination of technical acceptability or unacceptability.

- **Contractor Qualifications:** The Government will be reviewing Contractor qualifications including the resumes as described in Section 1-Schedule, paragraph 1.6 Statement of Work, subparagraph B.1.3 Qualifications, and under Proposal Instructions to Offerors, Volume Two, Technical Information, paragraph 1. Contractor Qualification. The intent is to make sure the requirements have been fulfilled.
- **Experience:** The Government will be evaluating two different examples of treatment of wooden artifacts and one collection condition survey project to make sure the requirements under Instructions to Offerors, Volume Two, Experience, to make sure the requirements as described under Proposal Instructions to Offerors, have been fulfilled.
- **Past Performance** submissions as described under Instructions to Offerors, Volume Two, Past Performance, will be evaluated by the Government for compliance with requirements. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and currency of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal.
- **Management** will be reviewed by the Government to insure compliance with requirements described in the Scope of Work, and under Instructions to Offerors, Volume Two, Management.

(C) **PRICE EVALUATION.** The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(D) **RESPONSIBILITY DETERMINATION.** Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- * adequate financial resources or the ability to obtain them;
- * ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- * satisfactory record of integrity and business ethics;
- * necessary organization, experience, and skills or the ability to obtain them;
- * necessary equipment and facilities or the ability to obtain them; and
- * be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

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

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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.

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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that It *o* is, *o* is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it *o* is, *o* is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it *o* is, *o* is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for

general statistical purposes, that it *o* is, *o* is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it *o* is, *o* is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It *o* is, *o* is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It *o* is, *o* is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it *o* is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of

manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It *o* is, *o* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *o* has, *o* has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It *o* is, *o* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It *o* is, *o* is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone

joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It *o* has, *o* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It *o* has, *o* has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It *o* has developed and has on file, *o* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It *o* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as

domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) *o* Have, *o* have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) *o* Are, *o* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a

delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

_____	_____
_____	_____

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate

whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) *o* Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror *o* does *o* does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror *o* does *o* does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) *Taxpayer Identification Number (TIN)*.

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

(4) *Type of organization*.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent*.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (See OFAC's Department of Treasury, Office of Foreign Assets Control's (OFAC) Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>.)

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

**ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
 FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

country where there <i>are</i> local workers' compensation laws		Third Country Nationals: _____
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(b) The Contracting Officer has determined that for performance in the country of Republic of Ireland and in the United Kingdom:

(X) Workers' compensation laws DO exist that will cover local nationals and third country nationals.

() Workers' compensation laws DO NOT exist that will cover local nationals and third country nationals.

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