

American Embassy Islamabad
March 31, 2011

Dear Prospective Offeror:

SUBJECT: Solicitation Number **S-PK330-11-R-5522** Painting Services

The Embassy of the United States of America invites you to submit a proposal for Painting of office buildings at Diplomatic Enclave and residences at Islamabad.

If you intend to submit a proposal, you should thoroughly examine all documents contained in the contract solicitation package. The Embassy intends to conduct a site visit (see L.6, 52.236-27) and hold a site visit & pre-proposal conference. All prospective offerors who have received a solicitation package are invited to attend. The **site visit and pre-proposal conference will be held** at American Embassy, Diplomatic Enclave, Ramna-5, Islamabad, Pakistan **on April 20, 2011 at 1100 hrs.** Maximum three persons from one firm can participate in site visit. Interested offerors must provide with full name of participant/s (as written on NIC), NIC number and particulars of vehicle to be used like make, model, color and registration number before 12.30 p.m. on April 15, 2011. This information can be provided on e-mail address: latifm@state.gov. See section L.6 (b) and (c). Submit any questions you may have concerning the solicitation documents in writing by April 14, 2011. Responses will be sent in writing to all contractors on our list of interested parties.

Complete Part II of the Standard Form 1442, including all blank spaces (item # 14 – 17 and 30 a, b & c), and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

Submit your proposal in a sealed envelope marked "Proposal Enclosed" to the Contracting Office, GSO Procurement, American Embassy, Diplomatic Enclave, Ramna-5, Islamabad, Pakistan on or **before 15:00 hrs. on May 4, 2011** through courier service. No proposal will be accepted after this time.

In order for a proposal to be considered, you must also complete and submit the following:

1. SF-1442
2. Section B;
3. Section K, Representations and Certifications;
4. Additional information as required in Section L.

Direct any questions regarding this solicitation to Contracting Officer by letter or by e-mail at latifm@state.gov

Sincerely,

Contracting Officer
GSO

SECTION A

OMB APPROVAL NO. 2700-0042

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. SPK330-11-R-5522	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 03/31/2011	PAGE OF PAGES Page 1 of 64
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. PR1026941	6. PROJECT NO.
7. ISSUED BY Contracting Officer, GSO-Procurement & Contracting Office American Embassy, Islamabad Diplomatic Enclave, Ramna-5 Islamabad, Pakistan	CODE	8. ADDRESS OFFER TO Contracting Officer, GSO-Procurement & Contracting Office American Embassy, Islamabad Diplomatic Enclave, Ramna-5 Islamabad, Pakistan
9. FOR INFORMATION CALL: →	A. NAME Michael H. Young	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (92) 051-208-2000

SOLICITATION

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

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

- Painting of office buildings at Diplomatic Enclave and residences at Islamabad. Please see details in section J.
- Section A – Solicitation, Offer, and Award
- Section B – Supplies or Services and Prices/Costs
- Section C – Description/Specifications/Statement of Work
- Section D – Packaging and Marking
- Section E – Inspection and Acceptance
- Section F – Deliveries or Performance
- Section G – Contract Administration Data
- Section H – Special Contract Requirements
- Section I – Contract Clauses
- Section J – List of Attachments
- Section K – Representations, Certifications and other Statements of Offerors or Quoters
- Section L – Instructions, Conditions, and Notices to Offerors or Quoters
- Section M – Evaluation Factors for Award

11. The Contractor shall begin performance within **10** calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

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

- A. Sealed offers in original and **3** copies to perform the work required are due at the place specified in Item 8 by **15:00** (hour) local time **May 4, 2011**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than **60** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS →

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

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

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM → 27	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()
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26. ADMINISTERED BY Contracting Officer U.S. Embassy, Diplomatic Enclave, Ramna-5 Islamabad, Pakistan	CODE GSO	27. PAYMENT WILL BE MADE BY Financial Management Officer U.S. Embassy, Diplomatic Enclave, Ramna-5 Islamabad, Pakistan
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE

The Contractor shall provide painting, drywall/plaster repair, and related services for office buildings located at Diplomatic Enclave and for real property owned or managed by the U.S. Government at different sectors of Islamabad, Pakistan. The Contractor shall furnish services under task orders issued by the Contracting Officer.

B.3 TYPE OF CONTRACT

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

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

B.3 CONTRACT PRICE

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

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

B.3.3 Pricing - Base Period and four Option Years: The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to Proceed and continuing for a period of 12 months and all option years starting from very next date of base and subsequent option year's expiry and continuing for 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

B.4 CONTRACT MINIMUM AND MAXIMUM AMOUNTS

B.4.1 Contract Minimum

During the contract period, the Government shall place orders for a minimum of **Pak Rupees 2,000,000.00 per year during the contract period.**

B.4.2 Contract Maximum

During the contract period, the amount of all orders shall not exceed **Pak Rupees 94,500,000.00 per year during the contract period.**

B.5 BASE PERIOD PRICES

<u>Contract Line Item Number</u>	<u>Description of Service</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Quantity**</u>	<u>Total Pak Rs.</u>
OFFICE BUILDINGS/RESIDENCIAL BUILDINGS INTERIOR/EXTERIOR					
001	Clean old paint, repair plaster, prime and smooth surface ceiling, walls(at least two coats of approved color latex paint). Pressure wash wall and ceiling.	sqm*	_____	<u>20,000</u>	_____
002	Painting walls, two coat, oil-based glossy finish or latex, satin, flat finish on walls, new wood or old wood works, following surface preparation complete.	sqm*	_____	<u>10,000</u>	_____
003	Painting ceilings, two coat, oil-based glossy finish or latex, satin, flat finish on walls, new wood or old wood works, following surface preparation	sqm*	_____	<u>7,000</u>	_____
004	Painting trim/baseboards, One/two coat, oil-based glossy finish Or latex, satin, flat, multiple coats, new wood or plaster and old also following surface preparation, fill minor holes, priming etc.	linear meter	_____	<u>10,000</u>	_____
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	sqm*	_____	<u>7,000</u>	_____
006	Varnishing/shellacking of woodwork	sqm*	_____	<u>400</u>	_____
007	Removal of wallpaper, prepare surface Repair/plaster and paint two times	sqm*	_____	<u>500</u>	_____
008	Textured Surfaces Preparatory work	sqm*	_____	<u>4,000</u>	_____

009	Painting of Textured Surfaces Graphics (locally called rock wall etc.) or similar on wall/facade surfaces – Remove bubbled/loose graphics, clean and top-dress related areas with the former color tone using brushes/rollers, then coat with same graphic material.	sqm* _____	<u>4,000</u> _____
010	Clean old paint, rough stucco plaster area, inspect old surface for hollow spaces, loose plaster and firmness, spot repair smaller subsurface damages professionally, pre-paint entire area with diluted silicone resign paint, then top-dress with same undiluted material	sqm* _____	<u>8,000</u> _____
011	Clean old paint, Road markings (parking spots etc.), 12 to 20 cm wide, apply two coats using road marking paint in accordance with highway standards incl. all related work and traffic barriers	Linear _____ meter	<u>500</u> _____

Base year Estimated Total Amount Pak Rs. _____

* sqm = square meter

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

B.6 FIRST OPTION YEAR PRICES

Contract Line Item Number	Description of Service	Unit	Unit Price	Estimated Quantity**	Total Pak Rs.
OFFICE BUILDINGS/RESIDENCIAL BUILDINGS INTERIOR/EXTERIOR					
001	Clean old paint, repair plaster, prime and smooth surface ceiling, walls(at least two coats of approved color latex paint). Pressure wash wall and ceiling.	sqm*	_____	<u>20,000</u>	_____
002	Painting walls, two coat, oil-based glossy finish or latex, satin, flat finish on walls, new wood or old wood works, following surface preparation complete.	sqm*	_____	<u>10,000</u>	_____
003	Painting ceilings, two coat, oil-based glossy finish or latex, satin, flat finish on walls, new wood or old wood works, following surface preparation	sqm*	_____	<u>7,000</u>	_____
004	Painting trim/baseboards, One/two coat, oil-based glossy finish Or latex, satin, flat, multiple coats, new wood or plaster and old also following surface preparation, fill minor holes, priming etc.	linear meter	_____	<u>10,000</u>	_____
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	sqm*	_____	<u>7,000</u>	_____
006	Varnishing/shellacking of woodwork	sqm*	_____	<u>400</u>	_____
007	Removal of wallpaper, prepare surface Repair/plaster and paint two times	sqm*	_____	<u>500</u>	_____
008	Textured Surfaces Preparatory work	sqm*	_____	<u>4,000</u>	_____

009	Painting of Textured Surfaces Graphics (locally called rock wall etc.) or similar on wall/facade surfaces – Remove bubbled/loose graphics, clean and top-dress related areas with the former color tone using brushes/rollers, then coat with same graphic material.	sqm* _____	<u>4,000</u> _____
010	Clean old paint, rough stucco plaster area, inspect old surface for hollow spaces, loose plaster and firmness, spot repair smaller subsurface damages professionally, pre-paint entire area with diluted silicone resign paint, then top-dress with same undiluted material	sqm* _____	<u>8,000</u> _____
011	Clean old paint, Road markings (parking spots etc.), 12 to 20 cm wide, apply two coats using road marking paint in accordance with highway standards incl. all related work and traffic barriers	Linear _____ meter	<u>500</u> _____

First Option year Estimated Total Amount Pak Rs. _____

* sqm = square meter

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

B.7 SECOND OPTION YEAR PRICES

Contract Line Item Number	Description of Service	Unit	Unit Price	Estimated Quantity**	Total Pak Rs.
OFFICE BUILDINGS/RESIDENCIAL BUILDINGS INTERIOR/EXTERIOR					
001	Clean old paint, repair plaster, prime and smooth surface ceiling, walls(at least two coats of approved color latex paint). Pressure wash wall and ceiling.	sqm*	_____	<u>20,000</u>	_____
002	Painting walls, two coat, oil-based glossy finish or latex, satin, flat finish on walls, new wood or old wood works, following surface preparation complete.	sqm*	_____	<u>10,000</u>	_____
003	Painting ceilings, two coat, oil-based glossy finish or latex, satin, flat finish on walls, new wood or old wood works, following surface preparation	sqm*	_____	<u>7,000</u>	_____
004	Painting trim/baseboards, One/two coat, oil-based glossy finish Or latex, satin, flat, multiple coats, new wood or plaster and old also following surface preparation, fill minor holes, priming etc.	linear meter	_____	<u>10,000</u>	_____
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	sqm*	_____	<u>7,000</u>	_____
006	Varnishing/shellacking of woodwork	sqm*	_____	<u>400</u>	_____
007	Removal of wallpaper, prepare surface Repair/plaster and paint two times	sqm*	_____	<u>500</u>	_____
008	Textured Surfaces Preparatory work	sqm*	_____	<u>4,000</u>	_____

009	Painting of Textured Surfaces Graphics (locally called rock wall etc.) or similar on wall/facade surfaces – Remove bubbled/loose graphics, clean and top-dress related areas with the former color tone using brushes/rollers, then coat with same graphic material.	sqm* _____	_____	<u>4,000</u>	_____
010	Clean old paint, rough stucco plaster area, inspect old surface for hollow spaces, loose plaster and firmness, spot repair smaller subsurface damages professionally, pre-paint entire area with diluted silicone resign paint, then top-dress with same undiluted material	sqm* _____	_____	<u>8,000</u>	_____
011	Clean old paint, Road markings (parking spots etc.), 12 to 20 cm wide, apply two coats using road marking paint in accordance with highway standards incl. all related work and traffic barriers	Linear meter _____	_____	<u>500</u>	_____

Second Option year Estimated Total Amount Pak Rs. _____

* sqm = square meter

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

B.8 THIRD OPTION YEAR PRICES

Contract Line Item Number	Description of Service	Unit	Unit Price	Estimated Quantity**	Total Pak Rs.
OFFICE BUILDINGS/RESIDENCIAL BUILDINGS INTERIOR/EXTERIOR					
001	Clean old paint, repair plaster, prime and smooth surface ceiling, walls(at least two coats of approved color latex paint). Pressure wash wall and ceiling.	sqm*	_____	<u>20,000</u>	_____
002	Painting walls, two coat, oil-based glossy finish or latex, satin, flat finish on walls, new wood or old wood works, following surface preparation complete.	sqm*	_____	<u>10,000</u>	_____
003	Painting ceilings, two coat, oil-based glossy finish or latex, satin, flat finish on walls, new wood or old wood works, following surface preparation	sqm*	_____	<u>7,000</u>	_____
004	Painting trim/baseboards, One/two coat, oil-based glossy finish Or latex, satin, flat, multiple coats, new wood or plaster and old also following surface preparation, fill minor holes, priming etc.	linear meter	_____	<u>10,000</u>	_____
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	sqm*	_____	<u>7,000</u>	_____
006	Varnishing/shellacking of woodwork	sqm*	_____	<u>400</u>	_____
007	Removal of wallpaper, prepare surface Repair/plaster and paint two times	sqm*	_____	<u>500</u>	_____
008	Textured Surfaces Preparatory work	sqm*	_____	<u>4,000</u>	_____

009	Painting of Textured Surfaces Graphics (locally called rock wall etc.) or similar on wall/facade surfaces – Remove bubbled/loose graphics, clean and top-dress related areas with the former color tone using brushes/rollers, then coat with same graphic material.	sqm* _____	<u>4,000</u> _____
010	Clean old paint, rough stucco plaster area, inspect old surface for hollow spaces, loose plaster and firmness, spot repair smaller subsurface damages professionally, pre-paint entire area with diluted silicone resign paint, then top-dress with same undiluted material	sqm* _____	<u>8,000</u> _____
011	Clean old paint, Road markings (parking spots etc.), 12 to 20 cm wide, apply two coats using road marking paint in accordance with highway standards incl. all related work and traffic barriers	Linear _____ meter	<u>500</u> _____

Third Option year Estimated Total Amount Pak Rs. _____

* sqm = square meter

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

B.9 FORTH OPTION YEAR PRICES

Contract Line Item Number	Description of Service	Unit	Unit Price	Estimated Quantity**	Total Pak Rs.
OFFICE BUILDINGS/RESIDENCIAL BUILDINGS INTERIOR/EXTERIOR					
001	Clean old paint, repair plaster, prime and smooth surface ceiling, walls(at least two coats of approved color latex paint). Pressure wash wall and ceiling.	sqm*	_____	<u>20,000</u>	_____
002	Painting walls, two coat, oil-based glossy finish or latex, satin, flat finish on walls, new wood or old wood works, following surface preparation complete.	sqm*	_____	<u>10,000</u>	_____
003	Painting ceilings, two coat, oil-based glossy finish or latex, satin, flat finish on walls, new wood or old wood works, following surface preparation	sqm*	_____	<u>7,000</u>	_____
004	Painting trim/baseboards, One/two coat, oil-based glossy finish Or latex, satin, flat, multiple coats, new wood or plaster and old also following surface preparation, fill minor holes, priming etc.	linear meter	_____	<u>10,000</u>	_____
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	sqm*	_____	<u>7,000</u>	_____
006	Varnishing/shellacking of woodwork	sqm*	_____	<u>400</u>	_____
007	Removal of wallpaper, prepare surface Repair/plaster and paint two times	sqm*	_____	<u>500</u>	_____
008	Textured Surfaces Preparatory work	sqm*	_____	<u>4,000</u>	_____

009	Painting of Textured Surfaces Graphics (locally called rock wall etc.) or similar on wall/facade surfaces – Remove bubbled/loose graphics, clean and top-dress related areas with the former color tone using brushes/rollers, then coat with same graphic material.	sqm* _____	<u>4,000</u> _____
010	Clean old paint, rough stucco plaster area, inspect old surface for hollow spaces, loose plaster and firmness, spot repair smaller subsurface damages professionally, pre-paint entire area with diluted silicone resign paint, then top-dress with same undiluted material	sqm* _____	<u>8,000</u> _____
011	Clean old paint, Road markings (parking spots etc.), 12 to 20 cm wide, apply two coats using road marking paint in accordance with highway standards incl. all related work and traffic barriers	Linear _____ meter	<u>500</u> _____

Fourth Option year Estimated Total Amount Pak Rs. _____

* sqm = square meter

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

B.10 GRAND TOTAL ESTIMATED CONTRACT AMOUNT

The quoter shall complete this blank as part of the quote.

The Grand Total Estimated Contract Amount for the base and all optional periods of performance is

Base Year	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____
 GRAND TOTAL	 _____

SECTION C - DESCRIPTION/SPECIFICATIONS STATEMENT OF WORK

C.1 CHARACTER AND SCOPE OF WORK

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

C.2 SURVEY

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

C.3 APPLICABLE PAINTING STANDARDS/PAINT SPECIFICATIONS

Painting and preparatory work shall follow outlined in Section C. Paint used shall be a product of either "ICI Pakistan" or "Berger Pakistan" types and color of paint shall be identified in subsequent Task Orders.

C.4 PREPARATION/PROTECTION OF WORK AREA

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

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

If the Contractor spills any paint, or in any way soils the floors, the Contractor shall clean up using a specialist floor finishing company at the Contractor's expense. After completion of the painting work, the Contractor shall return all furnishings to their original position, and clean the work area free of litter and debris.

C.4 UTILITIES

The Government cannot ensure that utilities will be available at all properties at all times. The Contractor shall have an alternate source of power (generator) available if needed to ensure that paint will be applied following the manufacturer's specifications. The Contractor shall not adjust the heating or air conditioning controls in properties with utilities turned on to maintain temperature. The Contractor shall have its own source of water available for clean up if water has been turned off in the property for winterization of the plumbing system.

C.5 EQUIPMENT

The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. The Government will not furnish any materials.

C.6 WARRANTY

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

C.7 TECHNICAL SPECIFICATIONS FOR PAINTING WORK

a. Interior and Exterior Painting

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

- (1) **Paint:** This category includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- (2) **Product Data:** The Contractor shall submit manufacturer's technical information, label analysis, and application instructions to the COR for each paint material proposed for use, prior to starting work. The Contractor shall list each material and cross-reference specific coating and finish system and application as an attachment to the above submittal. The Contractor shall identify each material by the manufacturer's catalog number and general classification.
- (3) **Single Source Responsibility:** The Contractor shall provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- (4) **Material Quality:** The Contractor shall provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification are not acceptable.
- (5) **Material Delivery:** The Contractor shall deliver materials to the job site in manufacturer's original, unopened packages and the containers shall bear the manufacturer's name and label with trade name and manufacturer's instructions.
- (6) **Material Storage:** The Contractor shall store materials not in use in tightly covered containers in a well ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). The Contractor shall protect materials from freezing and keep storage area neat and orderly. Contractor shall remove oily rags and waste daily.
- (7) **Project Conditions:** The Contractor shall not apply paint when the relative humidity exceeds 85 percent, or at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or

wet surfaces. The Contractor shall apply paint only in temperatures that comply with the manufacturer's specifications.

- (8) Preliminary Examination: The Contractor shall examine substrates and conditions under which painting will be performed for compliance with requirements and shall not begin application until unsatisfactory conditions have been corrected.
- (9) Preparation:
 - (a) The Contractor shall remove hardware and hardware accessories, plates, light fixtures, and items in place that are not to be painted, or provide protection such as taping, prior to surface preparation and painting. (Taping includes windows, door jams, etc.)
 - (b) The Contractor shall clean and prepare surfaces to be painted following the manufacturer's instructions before applying paint or surface treatments. This preparation includes removal of oil, dust, dirt, loose rust, mildew, peeling paint or other contamination to ensure good adhesion. In some cases, the Contractor may be requested to remove all existing coats of paint and sealers if prior paint application is showing signs of improper adhesion, such as peeling, chipping, etc. All surfaces must be clean and dry. The Contractor shall schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces.
 - (c) The Contractor shall notify the Contracting Officer or COR of problems anticipated for any minor preparatory work required, such as but not limited to, filling nail holes, cleaning surfaces to be painted, and priming any requisite areas. Plan preparatory work as most units in residential areas will have nail holes or areas that will need to be primed or sealed. Replace all electrical covers with new covers after painting.
- (10) Materials Preparation: The Contractor shall mix and prepare paint following the manufacturer's directions.
- (11) Application: The Contractor shall apply paint following the manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 - (a) Unless otherwise specified, the Contractor shall use a high quality semi-gloss latex paint (containing no lead or mercury) for all kitchens, baths, laundry areas, door frames, and window frames. The Contractor shall use a flat or satin flat latex base paint (containing no lead or mercury) in the remainder of the unit. The color shall be consistent with the balance of the room, which will normally be an off-white. The Contractor shall provide samples of the color on sample of the type of material to be painted before actual paint date is scheduled.
 - (b) On exterior surfaces, the Contractor shall apply a high quality exterior grade latex base paint that matches as closely as possible the existing color on the exterior of the property, or a color as otherwise specified by the COR. Prior to painting, the Contractor shall scrape, sand, fill, and prime the surface with a latex base primer. The Contractor should plan on extensive preparatory work prior to painting. The Contractor shall not apply exterior paint in snow, rain, fog or mist, or when the relative humidity exceeds 85 percent; or to damp or wet surfaces.

- (c) The Contractor shall provide finish coats that are compatible with primers used.
 - (d) The number of coats and film thickness required is the same regardless of application method. The Contractor shall not apply succeeding coats until previous coat has cured. The Contractor shall sand between applications where required to produce a smooth, even surface.
 - (e) The Contractor shall apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color, and appearance.
 - (f) Epoxy resin coatings must be used where surfaces to be coated require high corrosion resistance, chemical resistance, bond strength, UV resistance and toughness.
 - (g) Polyurethane-base coatings must be where surfaces to be coated require high corrosion resistance, chemical resistance, good flexibility and chemical resistance, UV resistance, and must be a two-part, prepolymer, catalytic-cured resin material.
- (12) Scheduling Painting: The Contractor shall apply the first coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable, and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried.
 - (13) Minimum Coating Thickness: The Contractor shall apply materials at the manufacturer's recommended spreading rate. The Contractor shall provide a total dry film thickness of the system as recommended by the manufacturer.
 - (14) Prime Coats: Before application of finish coats, the Contractor shall apply a prime coat as recommended by the manufacturer to material required to be painted or finished, and which has not been prime coated.
 - (15) Brush Application: The Contractor shall brush-out and work brush coats into surfaces in an even film. The Contractor shall eliminate cloudiness, spotting, laps, brush marks, runs, sags, ropiness, or other surface imperfections. The Contractor shall draw neat glass lines and color breaks.

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

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

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

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

(18) The Contractor shall remove temporary protective wrappings after completion of painting operations.

b. Drywall/Plaster Repair

The Contractor shall patch defective drywall with a similar thickness and fire-rated drywall. Joints shall be taped in a manner so they are not readily visible. The patch shall be textured with a texture consistent with the rest of the surface being patched. The Contractor shall set and spackle all nail heads. The

Contractor shall tape joints and cover them with a joint compound. The Contractor shall sand smooth spackled nail heads and tape joints and remove all dust prior to painting. The Contractor shall spackle exterior surfaces with exterior grade compounds.

c. Texture Only - Walls

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

d. Texture Only - Ceiling

Occasionally the Government may require a ceiling to be textured that has not previously been textured. The Contractor shall prepare the ceiling by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After preparatory work, the Contractor shall furnish and apply an "Acoustic" type texture.

e. Paint Exterior Trim

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

f. Remove Wall Covering

Upon assignment by task order, the Contractor shall remove the designated wall covering (wallpaper, cork, mirror, tile, etc.). After removing the wall covering, the Contractor shall clean and make ready for painting the area. The Contractor shall remove and properly dispose of the old wall covering.

g. Plaster

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

C.8. Stucco

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

Application of **Standard (Stucco, Interior and Exterior)**

a. Introduction

Standard: All lath and plaster shall be installed in a manner that ensures the building will be free from exterior water intrusion.

Keep all roofs, gutters, downspouts, scuppers, drains, etc. clean and free of stucco debris and residue. In the event that scaffolding must be attached to roofs, walls, fascias, etc., make all repairs necessary to

return these items to their original proper condition after completing stucco work. In no case shall any trace of wires, braces, etc., be noticeable in the finished product.

Materials must be applied using recommended curing times and moisture content that are consistent with prevailing weather conditions.

b. **Pre-Job Conditions**

1. Verify the texture, and color scheme(s) for each unit or individual building with the COR.
2. Before beginning any stucco application, inspect weather barrier for proper laps. Inspect all window and door flashings to determine completeness. Report any improper flashing or "papering" installations to the Project Superintendent for correction, before beginning stucco work.
3. Prior to erecting scaffolding, walk all the units to note any broken windows, broken patio sliders, or other damaged exterior items. Notify the COR of any broken windows or doors at this time.
4. Apply heavy gauge plastic covering to windows and exterior doors. Any doors installed before plastering shall be masked. All door and window frames shall be taped. Check with the manufacturers of windows and doors for proper protective measures.
5. Follow all OSHA requirements regarding scaffolding. Scaffolding shall always be safe and secure, with handrails when required. Following is the link to view OSHA standards:

<http://www.osha.gov/SLTC/scaffolding/index.html>

c. **Construction Methods and Standards**

1. Use a minimum 60-minute Grade 0 paper moisture barrier. Two layers of moisture barrier are required over sheathing. Use of two layers at unsheathed locations is recommended, but is currently not required by Code. Lath and plaster shall be applied properly so that buildings remain watertight

2. Standard: For three-coat stucco, the total thickness of the application shall be 7/8 in. Any thickness less than 3/4 in. is unacceptable. Standard: For one-coat stucco, the system application shall be 3/8 in. thick, plus the thickness of the foam board, unless otherwise specified by the stucco system manufacturer.
3. Apply a 5-12 in. weep screed at the bottom edge of all stucco surfaces.
4. All soffits shall receive a continuous metal vent installed perpendicular to the joists (unless the building fire ratings prohibit such openings).
5. If shown on the Plans, install expansion joint metal. If not shown on the Plans, allow for expansion joints in stucco wall planes with areas larger than 300 sq. ft. The location of expansion joints or control joints shall be approved by the COR..
6. On the areas covered by control joints, there shall be a layer of self-adhering, self-sealing membrane material placed over the paper and directly under the control joint.
7. Lath shall be completely covered, with none protruding through stucco.
8. Caulk all exterior building envelope penetrations as part of the lathing operation. Keep all electric boxes, vents, cement work, brick work, sills, jambs, sliding doors, etc. free of lath, stucco, and residue.
9. Wood trim, beams, and structural members may be embedded into stucco, if properly flashed. Consult with the COR before proceeding. Run water resistant building paper continuously behind the wood. Seal joints between embedded wood and stucco.
10. Comply with these minimum curing times (longer curing times are preferable):
 - (i) **Scratch coat:** 3 days. Spray with water if air temperature is above 80 degrees F, or if it is windy.
 - (ii) **Brown coat:** 7 days. Spray with water if air temperature is above 80 degrees F, or if it is windy. Texture coat: Allow 7 days before painting or applying the color coat.
11. All coats of stucco shall be applied with the proper sand-to-cement-to-water ratio. Follow adequate curing times to ensure that the coats do not separate from one another. Sand must be clean and free from any impurities.
12. Stucco shall not crack excessively.
13. Standard: Crack Tolerances -All exterior stucco covered walls, soffits and garden walls shall not have cracks that exceed 1/8 in. in width or 1/8 in. in adjacent surface displacement. Multiple cracks less than 1/8 in. that cover more than 33% of a 1 foot square area of a dry wall surface indicates an improper mix or an improper cure, and is unacceptable.
14. Foam plant-ons shall be supplied and installed per the Plans, including foam shutters and decorative vent pipes.
15. Install approved self-adhering waterproofing membranes on the top all "horizontal" areas such as pot shelves, walls, balconies, pop-outs, plant-ons, etc.
16. Standard: Such "horizontal" surfaces should be sloped no less than 1 in. vertically in 12 in. horizontally. Be sure to verify that all horizontal sloped-to-vertical intersections are detailed properly.
17. All foam trim (including foam shutters) shall be two (2) pound density covered with approved fiberglass or plastic mesh. Install all foam enhancements after the brown coat. Install in accordance with the manufacturer's specifications, such as using Probond, Drybond, or other approved adhesive.
18. Foam boards shall be completely covered by at least 3/8 in. of base and finish coat. Foam boards shall not be visible anywhere on the surface of a one coat system. Pay close attention to the detailing of places where foam boards butt against exterior openings (such as window and door trim).
19. Any required repair work shall be re-colored from one corner to the other corner, at full height, or properly fogged to blend the color coats.

20. Standard: Color coats shall have texture that matches, without variations that are visible at a distance of 6 ft. in indirect light.
21. Apply final color coat touch up, if required, after final grade has been achieved.
22. Remove all stucco from roof areas, gutters, fascias, and wood trim before applying paint or color coat.
23. Standard: No plate or course breaks in stucco shall be acceptable on any walls.
24. Break away all lath and plaster debris from the building line.
25. Scrape and wash debris from patios and other flatwork. Tie empty sacks for disposal.
26. Pull all plaster spoils a minimum of 18in away from house. Place them into a debris box specifically intended to receive concrete.
27. Wash mixers, hoses and guns only in areas designated by project manager.

SECTION D - PACKAGING AND MARKING

D.1 PLACE OF DELIVERY

D.1.1. Subsection F.7 lists all deliverables, and whether they are required to be delivered to the Contracting Officer or the Contracting Officer’s Representative (COR).

D.1.2. The Contractor shall submit deliverables for the Contracting Officer to the following address:

Contracting Officer

GSO Procurement & Contracting Office

American Embassy, Diplomatic Enclave, Ramna-5, Islamabad, Pakistan

D.1.3. The Contractor shall submit deliverables for the COR to the following address:

Facilities Management

American Embassy, Diplomatic Enclave, Ramna-5, Islamabad, Pakistan

D.2 PACKING AND MARKING

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

Painting Services Project
American Embassy
Diplomatic Enclave, Ramna-5
Islamabad, Pakistan

SECTION E - INSPECTION AND ACCEPTANCE**E.1 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://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. 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" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.246-12	Inspection of Construction (AUG 1996)

SECTION F - DELIVERIES OR PERFORMANCE

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

This contract incorporates 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://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/search.htm>

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The following Federal Acquisition Regulation clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.242-14	Suspension of Work (APR 1984)

F.2 EFFECTIVE ORDERING PERIOD

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

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

F.3 COMPLETION DATES UNDER TASK ORDERS

F.3.1 The Contractor shall have a minimum of seven (7) days in order to commence work under each task order issued. Maximum completion dates for each task order shall be identified on the specific task order.

F.3.2 The following are minimum completion times that will be included in individual task orders, dependent upon the type and amount of work to be done:

- Painting Interior Walls, up to 1,000 square meters – two days
- Painting Interior Walls, 1001 to 2,000 square meters – four days
- Painting Exterior Walls, up to 1,000 square meters – two days

F.3.3 ACCEPTANCE OF SCHEDULE

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

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

F.4 NOTICE OF DELAY

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

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

The Contractor shall give notice to the Contracting Officer promptly, not more than **two (2) days** following the first occurrence of event giving rise to the delay or prospective delay). Only the Contracting Officer may approve revisions to the approved time schedule.

F.5 WORKING HOURS

The Contractor shall perform all work during **8:00 a.m. to 4:30 p.m. Monday through Saturday** except for the holidays identified in Section I, DOSAR 652.237-82, "Observance of Legal Holidays and Administrative Leave. The Contracting Officer may approve other hours, if the Contractor gives at least 24 hours advance notice. Changes in work hours will not be a cause for a price increase.

F.6 EXCUSABLE DELAYS

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

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

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

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

F.7. DELIVERABLES

The Contractor shall delivery the following items under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
H.1.1. Insurance	1	10 days after award	Contracting Officer
H.8.1 Safety Plan	1	10 days after award	COR
H.10.3 List of Personnel	1	10 days after award	COR
H.9.2 Identification of Subs	1	5 days before use	Contracting Officer
F.4 Construction Schedule	1	identified in each task order	COR
G.2. Payment Request	1	completion of each/Invoices task order	COR
I.1 Updates to Construction Schedule (52.236-15)	1	last calendar day of each month	COR

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

(b) The COR for this contract is the **Facilities Manager**.

G.1.2 Duties

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

G.2 PAYMENT

Financial Management Officer (FMO)
American Embassy,
Diplomatic Enclave, Ramna- 5, Islamabad

G.2.1 General

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

G.2.2 Detail of Payment Requests/Invoices

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

G.2.3 Payments to Subcontractors

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

G.2.4 Evaluation by the Contracting Officer

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

G.2.5 Additional Withholding

Independently of monies under FAR 52.232-5, the Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover –

- (1) Wages or other amounts due the Contractor's employees on this project;
- (2) Wages or other amounts due employees of subcontractors on this project;
- (3) Amounts due suppliers of materials or equipment for this project; and
- (4) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

G.2.6. Payment

The 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is changed to 30 days.

G.3 TASK ORDERS.

G.3.1 General. The Government will order all services under this contract on a Delivery/Task Order Form "OF 347" Order for Supplies or Services Schedule , issued by the Contracting Officer, as the need arises.

G.3.2 Content. Task orders shall include:

- Date of order
- Contract number
- Task Order number
- Location of property
- Amount of work (square meters or linear meters)
- Required completion date

G.3.3 Procedures.

G.3.2.1 Before issuing a task order, the Government may issue a written request for quotation that includes the work to be performed and the required completion date. The Contractor shall respond to that request for quotation in writing within three working days or alternatively, the Government may simply issue a firm-fixed price task order, if it has the measurements of the work to be performed.

G.3.2.2 If requested to submit a firm-fixed price quotation for a task order, the Contractor shall compute a price for the required work by multiplying the unit prices in Section B by the amount of work required.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE

H.1.1 Amount of Insurance

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

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

1. Bodily Injury on or off the site stated in Pakistani Rupees:

Per Occurrence	Pak Rs. 50,000.00
Cumulative	Pak Rs. 250,000.00

2. Property Damage on or off the site in Pakistani Rupees:

Per Occurrence	Pak Rs. 50,000.00
Cumulative	Pak Rs. 250,000.00

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

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

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

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

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

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

H.1.2 Government as Additional Insured

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

H.1.3 Insurance-Related Disputes

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

H.1.4 Time for Submission of Evidence of Insurance

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

H.2 DEFINITIONS

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

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

H.3 GOVERNING LAW

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

H.4 LANGUAGE PROFICIENCY

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

H.5 LAWS AND REGULATIONS

H.5.1 Compliance Required

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

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

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

H.5.2 Labor, Health and Safety Laws and Customs

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

H.5.3 Subcontractors

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

H.5.4 Evidence of Compliance

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

H.6 RESPONSIBILITY OF CONTRACTOR

H.6.1 Damage to Persons or Property

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

H.6.2 Responsibility for Work Performed

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

H.7 CONSTRUCTION OPERATIONS

H.7.1 Operations and Storage Areas

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

H.7.2 Use Of Premises

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

H.8 SAFETY

Accident Prevention

- (a) General. The Contractor shall provide and maintain work environments and procedures that will:
 - (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
 - (2) avoid interruptions of Government operations and delays in project completion dates; and
 - (3) control costs in the performance of this contract. For these purposes, the Contractor shall:
 - (i) Provide appropriate safety barricades, signs and signal lights;
 - (ii) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
 - (iii) Take any additional measures the Contracting Officer determines to be reasonably necessary for this purpose.
- (b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in:

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

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

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

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

- (1) Submit a written proposal for implementing this clause; and
- (2) Meet with the Contracting Officer to discuss and develop a mutual understanding of the overall safety program.

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

H.9 SUBCONTRACTORS AND SUPPLIERS

H.9.1 Claims and Encumbrances

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

H.9.2 Approval of Subcontractors

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

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

H.10 CONSTRUCTION PERSONNEL

H.10.1 Removal of Personnel

The Contractor shall:

- (a) maintain discipline at the site and at all times;
- (b) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
- (c) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

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

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

H.10.2 Notice to the Government of Labor Disputes

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

H.10.3 Construction Personnel Security

After award of the contract, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take three (3) days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number
- Copy of National Identity Card (NIC)

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site. These passes must be displayed visibly by all Contractor personnel working on site. The Contractor shall inform its employees to be used under this contract that they may

be subject to search by the Government when entering or leaving work. The Contractor shall return all passes upon conclusion of the contract.

H.11 MATERIALS AND EQUIPMENT

H.11.1 Selection and Approval of Materials

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

(b) Selection by contractor. Where the contract permits the contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:

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

unless otherwise required by the Contracting Officer.

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

H.11.2 Custody of Materials

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

H.11.3 Basis of Contract Price

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

H.11.4 Substitutions

- (a) Prior approval required. Before substitutions
 - (1) proposed by the Contractor but not yet approved at the contract award, or
 - (2) proposed by the Contractor after execution of the contract

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

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

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

H.11.5 "Or-Equal Clause"

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

H.11.6 Use and Testing of Samples

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

- (b) Failure of Samples. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.
- (c) Taking and testing of samples. Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for additional testing by the Government outside of those required by the contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non conforming materials or equipment with an appropriate adjustment of the contract price as determined by the Contracting Officer.
- (d) Cost of additional testing by the Government. Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples that do not meet contract required will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.12 SPECIAL WARRANTIES

The Contractor shall provide **one (1) year warranty** of paint affected by fungus, black lines etc and all color codes, specification data sheets to the COR for future maintenance and repair.

H.12.1 Special Warranty Obligations

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

H.12.2 Warranty Information

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

H.13 EQUITABLE ADJUSTMENTS

H.13.1 Basis for Equitable Adjustments

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

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment, and
- (b) that the contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

H.13.2 Differing Site Condition Notice

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

H.13.3 Documentation of Proposals for Equitable Adjustments

- (a) Itemization of proposals and requests. Any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in at least the detail required by the Contracting Officer, and shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.
- (b) Proposed time adjustments. The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable), and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.
- (c) Release by Contractor. The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon the issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.14 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

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

SECTION I - CONTRACT CLAUSES

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

This contract incorporates 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://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. 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” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.202-1	Definitions (JUL 2004) Alternate I (MAY 2001)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (OCT 2010)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-9	Personal Verification of Contractor Personal (SEP 2007)
52.204-10	Reporting Executive Compensation and First-tier Subcontract Awards (JUL 2010)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-2	Audit and Records - Negotiation (OCT 2010)
52.215-8	Order of Precedence-Uniform Contract Format (OCT 1997)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (OCT 2010)
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (OCT 2010)
52.215-21	Requirements for Cost or Pricing Data or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (OCT 2010)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (JULY 2010)

- 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving (SEP 2010)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)
- 52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)
- 52.225-19 Contractor Personnel in a Designed Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008)
- 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
- 52.228-5 Insurance - Work on a Government Installation (JAN 1997)
- 52.228-11 Pledges of Assets (FEB 1992)
- 52.229-6 Taxes - Foreign Fixed-Price Contracts (JUN 2003)
- 52.232-5 Payments under Fixed-Price Construction Contracts (SEP 2002)
- 52.232-17 Interest (OCT 2010)
- 52.232-24 Prohibition of Assignment of Claims (JAN 1986)
- 52.232-27 Prompt Payment for Construction Contracts (OCT 2007)
- 52.232-34 Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (MAY 1999)
- 52.233-1 Disputes (JUL 2002)
-- Alternate I (DEC 1991)
- 52.233-3 Protest after Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-4 Changes (JUNE 2007)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontract for Commercial Items (OCT 2010)
- 52.245-9 Use & Charges (JULY 2010)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.246-25 Limitation of Liability - Services (FEB 1997)
- 52.248-3 Value Engineering - Construction (FEB 2000)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)

I.2 FAR FULL TEXT CLAUSES

52.216-18 ORDERING (OCT 1995)

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

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

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

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 Pak Rupees 5,000.00 order/day, 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 Pak Rupees 1,000,000.00.

(2) Any order for a combination of items in excess of Pak Rupees 2,000,000.00 per day; or

(3) A series of orders from the same ordering office within 1 week 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 Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) 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 two (2) 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 Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

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 **60 months**.

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

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS

facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

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

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

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

(End of clause)

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

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

requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.236-70 ACCIDENT PREVENTION (APR 2004)

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

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:

- (i) Scaffolding;
- (ii) Work at heights above two (2) meters;
- (iii) Trenching or other excavation greater than one (1) meter in depth;
- (iv) Earth moving equipment;
- (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (viii) Hazardous noise levels.

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

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

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

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

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

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

(End of clause)

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

All work shall be performed during **8:00 a.m. to 4:30 p.m Monday through Saturday** except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

New Year's Day (American)	
Martin Luther King's Birthday (American)	
Washington's Birthday (American)	
Memorial Day (American)	
Independence Day (American)	
Labor Day (American)	
Columbus Day (American)	
Veterans Day (American)	
Thanksgiving Day (American)	
Christmas Day (American)	
Eid-ul-Azha (Pakistani)	2 days
9 th & 10 th of Muharram (Pakistani)	2 days
Pakistan Day (Pakistani)	
Eid I Milad un Nabi (Pakistani)	
Labor Day (Pakistani)	
Independence Day (Pakistani)	
Eid ul Fitr (Pakistani)	2 days

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

652.243-70 NOTICES (Aug 1999)

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

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

RESERVED

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

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

(a) The offeror certifies that -

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

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

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

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

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

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

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

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

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

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

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

- (a) **Definitions.** As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).
- (b) **Prohibition.** The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.
- (c) **Certification.** The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.
- (d) **Disclosure.** If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) **Penalty.** Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

(End of provision)

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) **Definitions.**

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

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

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

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the

payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

Sole Proprietorship;

Partnership;

Corporate Entity (not tax exempt);

Corporate Entity (tax exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common Parent.

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

Name and TIN of common parent;

Name _____

TIN _____

(End of provision)

K.4 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

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

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

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

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

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

K.5 52.204-8 Annual Representations and Certifications. (OCT 2010)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is **235210**.
- (2) The small business size standard is **\$11.5 million** US dollars.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

(i) Paragraph (d) applies.

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

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

(i) 52.203-2, Certificate of Independent Price Determination Reserved

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

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

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). Reserved

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

(vi) 52.214-14, Place of Performance—Sealed Bidding Reserved.

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

(viii) – (xii). Reserved

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

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

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) Reserved

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this

solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below.

FAR CLAUSE #	TITLE	DATE	CHANGE
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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 on ORCA.

(End of Clause)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

K.7. AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: _____

Address: _____

Telephone Number: _____

K.8. 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.

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

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

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

(b) The contracting officer has determined that for performance in the country of **Pakistan**.

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

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

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

(End of provision)

K.10. 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representations (July 2009)

- (a) Definition. Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 USC 395 (b), i.e. a corporation that 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 USC 395 (b), applied in accordance with rules and definitions of criteria 6 USC 395 (c).
- (b) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108)
- (c) Representation. By submission of its offer, the offer represents that it is not an inverted domestic corporation and is not a subsidiary of one.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 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://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>FAR REFERENCE</u>	<u>DATE</u>	<u>TITLE</u>
52.204-6	APR 2008	Contractor Identification Number Data Universal Numbering System (DUNS) Number
52.214-34	APR 1991	Submission of Offers in English Language
52.215-1	JAN 2004	Instructions to Offerors—Competitive Acquisition*
52.236-28	OCT 1997	Preparation of Proposals - Construction

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

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Management Officer
American Embassy, Islamabad, Pakistan
Tel: 92-51-208-2000
Fax: 92-51-227-6427

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

L.3 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have no adverse criminal record;
- (8) Have no political or business affiliation which could be considered contrary to the interests of the United States; and

L.4 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

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

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

L.5 SUBMISSION OF OFFERS

L.5.1 General

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

L.5.2 Summary of Instructions

Each offer must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
1	Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed Section K - <u>REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.</u>	<u>2 copies</u>
2	Price Proposal and completed Section B - <u>SUPPLIES OR SERVICES AND PRICES/COSTS.</u>	<u>2 copies</u>
3	Business Management/Technical Proposal.	<u>3 copies</u>

The complete offer shall be submitted at the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address set forth below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 1442).

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

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

L.5.3 Detailed Instructions

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

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

L.5.3.3 Volume III: Business Management/Technical Proposal.

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

Proposed Work Information - Provide the following:

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

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

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

L.6 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit and pre-proposal conference has been schedule for April 20, 2011 at 11:00 hrs. at the American Embassy, Diplomatic Enclave, Ramna-5, Islamabad, Pakistan. Maximum three persons from one firm can participate in site visit. Interested offerors must provide with full name of participant/s (as written on NIC), NIC number and particulars of vehicle to be used like make, model, color and registration number before 12.30 p.m. on April 15, 2011. This information can be provided on e-mail address: latifm@state.gov .

(c) Participants will meet at Main Gate of American Embassy, Diplomatic Enclave, Ramna-5, Islamabad.

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

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

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

participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Management Officer, American Embassy, Islamabad, Pakistan at 92-51-208-2000 or Fax at 92-51-227-6427**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of the construction/installation effort will be **between Pak Rupees 10,000,000.00 and Pak Rupees 472,500,000.00**.

[Note to Contracting Officer: complete this block, not with the Government estimate, but with a range in U.S. dollars or local currency. When deciding the appropriate range, base the total contract amount inclusive of any options. See FAR 36.204 for instructions on how to construct the range.]

L.9 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past three (3) years;

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

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

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

(End of Clause)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

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

M.1.2. BASIS FOR AWARD

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

(a) Initial Evaluation

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

(b) Technical Acceptability

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

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

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

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

M.2 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.

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

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

M.4 SEPARATE CHARGES

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