



United States Embassy
Beirut, Lebanon

Date: November 14, 2012

To: Prospective Quoters

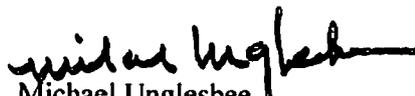
Subject: Request for Quotations number S-LE200-13-Q-0001 / Pest Control Services

Enclosed is a Request for Quotations (RFQ) for Pest Control Services. If you would like to submit a quotation, follow the instructions in Section 4 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

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

Quotations are due by December 6, 2012.

Sincerely,


Michael Unglesbee
Contracting Officer

Enclosure

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER	PAGE 1 OF 62	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE		
			S-LE200-13-Q-0001	November 14, 2012		
7. FOR SOLICITATION INFORMATION CALL	a. NAME Soha El-Hoyek / Real Estate & Housing Agent		b. TELEPHONE NUMBER (No collect calls) 04-544867 or ElHoyekSS@state.gov	8. OFFER DUE DATE/ LOCAL TIME 12:00 hours December 6, 2012		
9. ISSUED BY Contracting Office US Embassy Beirut, Lebanon	CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS	
15. DELIVER TO	CODE		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Financial Management Office US Embassy Awkar – Metn			
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Pest Control Services for the US Embassy Compound in Awkar, Beirut		All			
(Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u> 2 </u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
			Michael Unglesbee			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	40. PAID BY		
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (PRINT)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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SECTION 1 - THE SCHEDULE

**CONTINUATION TO SF-1449
RFQ NUMBER S-LE200-13-Q-0001
PRICES, BLOCK 23**

1. INTRODUCTION

This firm-fixed price contract is for entomological and pest control services for the US Embassy, Beirut, in accordance with Section 1 C, below. The work shall be accomplished in a manner that:

- conforms to the intent of all applicable Department of State safety, health, and environmental policies, standards and regulations;
- recognizes and takes all precautions against the documented dangers of pesticide application;
- is done in a manner effective for controlling pests and causes no contamination to other parts of the property and environs;
- endangers none of the property occupants or workers; and
- leaves the areas safe for re-occupancy.

2. GENERAL SCOPE OF WORK

The Contractor shall adequately suppress the pest problem described below.

SEE EXHIBIT 4

The Contractor shall inspect the problem area and present an Initial Inspection Report describing the pest problem(s) and conditions present that encouraged the infestation. Based on these findings, the Contractor shall then develop a Pest Control Plan. Non-chemical means of control including, but not limited to structural modifications for pest control, including the application of caulk and other sealing materials are encouraged and shall be required as appropriate.

3. PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract for pest control services within the time specified herein. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the contractor shall be paid the following firm fixed-price for all pest control services:

4.1 BASE PERIOD PRICES (PLANNED FEBRUARY 1, 2013 THRU JANUARY 31, 2014)

Price for all services described in this contract in US Dollars: _____

VAT Tax: _____

TOTAL: _____

4.1.1 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of \$2,000. This is the contract minimum for this period of performance. The amount of all orders shall not exceed \$20,000. This is the contract maximum for this period of performance.

4.2 OPTION YEAR ONE PRICES (PLANNED FEBRUARY 1, 2014 THRU JANUARY 31, 2015)

Price for all services described in this contract in US Dollars: _____
VAT Tax: _____
TOTAL: _____

4.2.1 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of \$2,000. This is the contract minimum for this period of performance. The amount of all orders shall not exceed \$20,000. This is the contract maximum for this period of performance.

4.3 OPTION YEAR TWO PRICES (PLANNED FEBRUARY 1, 2015 THRU JANUARY 31, 2016)

Price for all services described in this contract in US Dollars: _____
VAT Tax: _____
TOTAL: _____

4.3.1 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of \$2,000. This is the contract minimum for this period of performance. The amount of all orders shall not exceed \$20,000. This is the contract maximum for this period of performance.

4.4 OPTION YEAR THREE PRICES (PLANNED FEBRUARY 1, 2016 THRU JANUARY 31, 2017)

Price for all services described in this contract in US Dollars: _____
VAT Tax: _____
TOTAL: _____

4.4.1 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of \$2,000. This is the contract minimum for this period of performance. The amount of all orders shall not exceed \$20,000. This is the contract maximum for this period of performance.

4.5 OPTION YEAR FOUR PRICES (PLANNED FEBRUARY 1, 2017 THRU JANUARY 31, 2018)

Price for all services described in this contract in US Dollars: _____
VAT Tax: _____
TOTAL: _____

4.5.1 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of \$2,000. This is the contract minimum for this period of performance. The amount of all orders shall not exceed \$20,000. This is the contract maximum for this period of performance.

4.6 GRAND TOTAL

Base Year Price	\$ _____
First Option Year Price	\$ _____
Second Option Year Price	\$ _____
Third Option Year Price	\$ _____
Fourth Option Year Price	\$ _____
Grand Total	\$ _____

CONTINUATION TO SF-1449
RFQ NUMBER S-LE200-13-Q-0001
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

1. DEFINITIONS AND REGULATIONS

a. Definitions.

The following terms as used in this contract are hereby defined as follows:

Aerosol: A system consisting of solid or liquid particles suspended in air.

Clean or Decontaminate: To thoroughly remove pesticide residue from surfaces. In order to accomplish this, refer to the pesticide manufacturer's recommendations for cleaning and decontamination.

Contractor: Shall mean the Pest Control Contractor or authorized representative.

COR: Shall mean Contracting Officer's Representative.

DAPU: Department-authorized professional-use pesticides that are listed on Table 2 of the Department's Integrated Pest Management Program document or others that have been authorized (by M/OBO/OM/ SHEM) for a specific application. These pesticides are also listed in Exhibit 2.

DOS: Department of State

Emulsifiable Concentrates: Emulsifiable concentrates permit chemicals which do not dissolve in water, to be suspended in water with water as the extending or diluting material. This is accomplished by dissolving the toxicant in its usual solvent and adding an emulsifying agent to make it possible for small droplets of the solvent, carrying the toxicant to remain dispersed, throughout the water. The emulsion contains water, solvent, pesticide, and emulsifier.

EPA: The U.S. Environmental Protection Agency.

Fumigation: The act of introducing a toxic chemical in an enclosed area in such a manner that it disperses quickly and acts on the target organism in the gaseous or vapor state.

Integrated Pest Management (IPM) Program: IPM is a written, planned program for long-term pest control that employs habitat modification to reduce the prevalence of pests, self-help measures such as traps and consumer pesticides, and, as a last resort, professionally applied Department-authorized pesticides (DAPUs).

Label/ Labeling: All printed material included with a pesticide product that describes how the pesticide may be used and provides directions and precautions. This material may include multiple pages of information in the form of a separate booklet enclosed with the pesticide. All of this information comprises the labeling which users must legally follow.

Log: An official record of all activities that occurred during the term of the contract and identifying the various work locations, Contractor personnel, and other pertinent information.

Monitoring: The process of visually inspecting a specific application of pesticide(s) to determine the proper use and adherence to the labeled instructions as well as general safety precautions.

MSDS: Material safety data sheet that lists hazardous ingredients in a chemical product, such as a pesticide, and provides guidance on safety precautions.

Pest Control Activities: All activities from initiation of work area preparation through successful suppression of the target pest identified within the Initial Inspection Report.

Pest Control Plan (PCP): The Contractor shall develop a written Pest Control Plan after the initial site inspection and submit such plan to the COR for approval. This Plan shall propose measure to reduce the existing pest population and prevent future infestations. Exhibit 1 contains a model Pest Control Plan form.

Pest Control Technicians: Throughout the purchase order's performance, all personnel providing on-site pest control services must meet the requirements of the host country for training, registration, or certification as pest control technicians.

POSHO: Post Occupational Safety and Health Officer.

Supervisor: An on-site Supervisor and an alternate shall have the Contractor's authority to act on matters pertaining to the performance of services required under this purchase order. This individual shall ensure safety and carry out coordination and continuity of the program routine. The on-site Supervisor and alternate shall both have a working knowledge of this purchase order; the PCP; and Service Schedule for each of the properties. Additionally, the on-site Supervisor and alternate must both be certified as required by the laws and regulations of the host country.

Work Area: The area where a pesticide is being applied. This includes any areas adjacent to which building occupants could be exposed to the pesticide(s) being applied.

b. DOS Policies, Regulations, and Standards.

This sets forth DOS policies, regulations, and standards, which are included in the Safety, Health, and Environmental Management Resource Guide and others and are incorporated by reference and made part of the specifications.

Requirements include adherence to work practices and procedures stated in applicable codes and regulations. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes and regulations.

Except to the extent that more explicit or more stringent requirements are written directly into the purchase order documents, all applicable DOS policies, regulations, and standards have the same force and effect (and are made a part of the contract documents by

reference) as if copied directly into the purchase order documents, or as if published copies are bound herewith.

Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable DOS policies, regulations, and standards in their most current form. The Contractor shall hold the U.S. Government and its representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of the Contractor, their employees, or subcontractors.

2. DELIVERABLES

The following items shall be delivered under this contract:

<u>Description</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
Certificate of Insurance (see 4.c. below)	15 days after award of contract	Contracting Officer
Pest Control Plan (see 3.b. below)	15days after initial inspection	COR

3. SPECIFIC TASKS

a. Initial Inspection

The Contractor shall conduct a thorough, initial inspection of the property or site within the time specified in the purchase order. The purpose of the initial inspection is for the Contractor to: verify site conditions; identify the insect or organism to be controlled; identify sensitive areas; identify equipment needs; identify structural features, maintenance practices, etc. that are contributing to pest infestations; and, develop a Pest Control Plan.

Access to building space shall be coordinated with the Contracting Officer's Representative (COR). The COR will inform the Contractor of any restrictions or areas requiring special scheduling.

b. Develop a Pest Control Plan

Prior to initiation of service, the Contractor shall submit to the COR a Pest Control Plan for each property or site identified in the purchase order within 15 days following the initial inspection. Upon receipt of the Pest Control Plan, the COR will render a decision regarding its acceptability within 10 days. The Contractor shall be on site to initiate service within 7 days following notice of approval. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have 10 days to submit revisions.

The Pest Control Plan shall consist of the following parts:

1. Proposed methods for control, including name of any pesticide(s) to be used, specimen labels and Material Safety Data Sheets (MSDS sheets) for all pesticides proposed to be used. All professional-use pesticides must be authorized by the Department (see Exhibit 2 for pre-authorized pesticides) and appropriate for the target pest and situation. A list of brand names of rodent bait boxes and any other control devices or equipment should also be included.

2. Methods to be used to ensure the safety of building occupants and visitors to the site including the anticipated period that the premises must be vacated (if applicable).

3. Preparations that must be carried out other than by the contractor prior to implementation of the Pest Control Plan (e.g. removing pets, covering food handling equipment).

4. A description of conditions conducive to the pest problem and any structural or operational changes that would facilitate the pest control effort.

5. A copy of any local license, if applicable, for every Contractor's representative who will be performing on-site service under this contract.

6. A list identifying the on-site person(s) who will be performing the pest control work. All pertinent information regarding their qualifications, experience, and training must also be provided.

It shall be the Contractor's responsibility to carry out work according to the approved Pest Control Plan for each property or site. The Contractor shall receive the concurrence of the COR prior to implementing any subsequent changes to the approved Pest Control Plan, including additions or replacements to the pesticide list and to on-site service personnel.

A model Pest Control Plan form is included as Exhibit 1 of this purchase order.

NOTE: THE DEPARTMENT MUST APPROVE ALL PESTICIDES USED BY THE CONTRACTOR. DEPARTMENT-AUTHORIZED PROFESSIONAL-USE PESTICIDES (DAPU) ARE FOUND IN EXHIBIT 2. (See Exhibit 2, Department-Authorized EPA-Registered Professional-Use Pesticides for Common Pests). USE OF NON-CHEMICAL AND SELF-HELP PESTICIDES IN LIEU OF PROFESSIONAL-USE PESTICIDES IS ENCOURAGED AS APPROPRIATE FOR THE PEST PROBLEM.

c. Apply Pesticide

General

The Contractor shall only apply pesticides that have been included in the Pest Control Plan and approved in writing by the COR. As a rule, the contractor shall not apply pesticides in any area inside or outside the premises - i.e., in any room, closet, hallway, stairwell, court, driveway, planting bed, and similar locations - unless the Contractor's inspections confirm the presence of pests in that specific area.

The Contractor shall deliver all materials and supplies to the site in the original unopened containers bearing the name of the manufacturer and details for proper mixing, application, storage and disposal.

The Contractor shall apprise all workers, supervisory personnel, and any other contractors who will be at the work site of the seriousness of the hazard and of proper work procedures, which must be followed.

The Contractor shall coordinate any and all pesticide use and activities with the COR prior to actual application. No pesticide application shall occur unless advance preparations have been completed (Section B item 3). If the COR is not the POSHO, the COR will receive the approval of the POSHO before instructing the Contractor to begin application. The COR shall ensure that he/she has copies of the Material Safety Data Sheets and pesticide labeling for the pesticides being used and that the Contractor also has copies of said information so that protective measures and/or spills may be properly addressed.

The COR shall provide the Contractor with the following:

- Access to all identified areas for pest control.
- Water and electricity from outside of the work area. The Contractor shall be responsible for the tie-ins to these services.
- A designated space for the Contractor to park vehicles necessary to perform the work, if required.
- The name and phone number of at least one building authority who can be contacted 24 hours a day, if other than the COR.

Insect Control

Pesticide Products and Use: When it is determined that a professional pesticide must be used in order to obtain adequate control, the Contractor shall apply a Department-authorized professional-use pesticide that is appropriate for the target pest and situation. The Contractor shall conduct the application in compliance with all instructions and precautions noted on the specimen label as well as Department specifications, which are a subset of the labeling.

The Contractor shall be responsible for application of pesticides according to the label and Department specifications (refer to the Department's Integrated Pest Management Program document). All pesticides used by the Contractor must be EPA registered and/or authorized by the Department. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions; all applicable U.S. Federal laws and regulations; and any applicable international or host country laws and regulations.

The Contractor shall minimize the use of liquid pesticide applications wherever possible. For example, as a general rule pesticide formulations shall be applied indoors only as spot and/or crack, and crevice treatments with application devices specifically designed or modified for this purpose.

"Crack and crevice treatment" is defined herein as an application in which the stream of pesticide is never visible. Small amounts of insecticides are applied into cracks and crevices in which insects hide or through which they may enter buildings. Such openings commonly occur at expansion joints, between different elements of construction, and between equipment and floors. These openings may lead to voids such as hollow walls, equipment legs and bases, conduits, motor housings, junction or switch boxes.

“Spot applications” are limited to areas in which insects are likely to occur, but which will not be in contact with food or utensils and will not ordinarily be contacted by people or pets. These areas may occur on floors, walls, and bases or undersides of equipment. For this purpose, a “spot” will not exceed 3 square feet.

Application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical. Special authorization will be required.

If the proposed pesticide is not already authorized in the Department’s Integrated Pest Management Program document, the Contractor must submit a written request for authorization to the COR prior to any pesticide application. The COR shall render a decision regarding the treatment prior to its application. The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. Other than spot or crack and crevice treatments, no applications of professional-use pesticides shall be made while tenant occupants are present.

Rodent Control

Pesticide Products and Use: Mechanical or sticky traps are the preferred method of rodent population reduction. In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside and/or outside occupied buildings, the Contractor shall obtain the approval of the COR prior to making any interior rodenticide treatment.

All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes.

1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
2. The lids of all bait boxes shall be securely locked or fastened shut.
3. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved.
4. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
5. All bait boxes shall be labeled with the Contractor's business name and address, and dated at the time of installation and each servicing.

As a general rule, rodenticide application outside buildings shall target the direct treatment of rodent burrows wherever feasible. The Contractor shall be responsible for notifying the COR about the location of all rodent burrows on the premises that must be filled. The Contractor shall also be responsible for removing rodent carcasses.

The Contractor shall not store any pesticide product or container on Government property.

d. Inspection and Acceptance

Upon notification to the COR that the service has been provided, the COR shall visually inspect the work area/treated area. If the work is not satisfactory, the COR shall advise the Contractor in writing. The COR shall repeat the inspection when assured that the work has been completed properly. The COR shall periodically conduct unannounced site visits to observe that the Contractor is implementing all requirements specified in the Pest Control Plan.

When the work has been satisfactorily completed, the COR shall so certify acceptance on the OF-127, Receiving and Inspection Report.

e. Clean-up of Area

Upon final acceptance by the COR, the Contractor shall remove temporary protective measures (e.g., exhaust fans, tarps placed up for fumigation, and facilities installed for work by the Contractor). Any warning placards shall be removed.

The Contractor shall remove all tools, equipment and supplies from the work area. No pesticides, empty pesticide containers or equipment used for pesticide application shall be left behind in the work area.

The work area shall be free of dirt and/or debris when the project is complete. All holes drilled by the Contractor shall be patched and covered with standard construction materials or as stated in the Pest Control Plan.

The Contractor shall comply with the Department of State's cleaning and safety regulations. The Contractor shall not:

- Burn waste materials.
- Bury debris or excess materials.
- Allow volatile, harmful or dangerous materials to enter the drainage system.

4. OTHER REQUIREMENTS

a. Manner and Time to Conduct Service

The Contractor shall perform routine pest control services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan, the Contractor shall notify the COR at least one day in advance.

b. Safety Precautions

The Contractor shall observe all safety precautions throughout the performance of this purchase order and be prepared to clean up any pesticide spills. The Contractor shall provide for proper protection of applicators in accordance with label instructions and local country safety and health requirements. Certain areas within some buildings may require special instructions for persons entering the building. Any restrictions associated with these special areas will be explained by the COR. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan for the specific building or site.

The Contractor shall take appropriate continuous measures as necessary to protect all building occupants from the hazard of exposure to pesticides. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on its part or that of its employees or subcontractors that results in illness or death.

c. Certificate of Insurance

The Contractor shall submit a current certificate of comprehensive general liability insurance on an occurrence basis including bodily injury, personal injury, premises/operations, independent contractors, products and completed operations, contractual liability and broad form property damage. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

The insurance shall include a specific endorsement for the extension of coverage to pest control and pesticide applications. The State Department shall be shown on the certificate as an "additional insured". A copy of the policy shall be provided with any Certificate of Insurance. The certificate shall further provide that the State Department be given thirty (30) days prior notice of cancellation or any change in coverage. Minimum acceptable liability coverage is:

\$ 1,000,000 Combined Single Incident Limit for Bodily Injury and Property Damage,
and

\$ 500,000 Bodily Injury and Property Damage (each occurrence)

If umbrella excess coverage is used to satisfy these limits, the certificate of insurance shall indicate that it is following the Primary Policy.

d. Contractor Personnel

All Contractor personnel providing on-site pest control service must meet local requirements in the host country where service is actually performed, for training, registration, or certification as may be required by the local laws of the host country for pesticide applicators. Unqualified individuals shall not be permitted to provide service under

the terms of this purchase order. In addition, all applicators must review, understand and abide by the pesticide labeling instructions and Department-authorized uses, which are a subset of the labeling instructions.

The COR may request removal of any Contractor personnel from the work site for cause, such as inappropriate behavior, unfit persons not skilled in the work, or lack of appropriate equipment or materials. The Government shall not be responsible for the cost of returning or replacing this person at the work site.

e. Contractor Use of Premises

The Contractor shall confine operations to the areas specified in this purchase order. Portions of the site beyond areas in which work is indicated shall not be disturbed.

The Contractor shall conform to the Post's security rules and regulations affecting the work while engaged in pesticide application or regarding personal behavior.

The Contractor shall keep existing driveways and entrances serving the premises clear and available to Post personnel and the public at all times.

The Contractor shall not unreasonably encumber the site with materials or equipment.

The Contractor shall take all necessary precautions to protect the building or site and its occupants during the application of pesticides. The COR shall provide the occupant(s) of the property(ies) to be treated with a notice of pesticide precautions focusing on whether premises should be vacated and the applicable re-entry requirements. A notification form is included as Exhibit 3 in Section J of this purchase order.

f. Owner Occupancy

Post shall occupy the portions of the buildings not affected by the pest control operations during the period of application. The Contractor shall cooperate fully with the COR to minimize conflicts and to facilitate occupant's usage. The Contractor shall perform the work so as to interfere with Post operations as little as possible.

g. Reporting Accidents

The Contractor shall prepare and submit to the COR and the POSHO reports of significant accidents on site. The Contractor shall record and document data and actions taken in accordance with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss is sustained, or where the event posed a significant threat of loss of property or personal injury. This includes pesticide spills that cause environmental contamination.

h. Unusual Conditions

When an unusual condition of the property or site is discovered during work (e.g., pesticide leaks on the interior of foundations, or any pesticide application which may contaminate a building or overexpose an occupant), the Contractor shall stop work

immediately and advise the COR. This should be followed by a special report, if deemed necessary by the COR.

i. Emergencies

The Contractor shall discuss emergency service issues with the COR or other Post personnel to reach a common understanding as to fire, ambulance, or other agencies that service the abatement work site in case of an emergency. The Contractor shall post in the work area the telephone numbers and locations of emergency services including, but not limited to, fire, ambulance, doctor, and hospital.

Any Contractor personnel at the work site shall notify emergency service agencies if necessary.

5. COMPLETION DATE

The contractor shall complete all work required hereunder not later than 20 Days after COR approval of the Pest Control Plan.

6. DOSAR 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 Mr. Donald Cunningham – Facility Manager.

7. RECORDKEEPING REQUIREMENTS

The Contractor and the COR shall both maintain a complete and accurate pest management file. The file shall contain as a minimum, the following items:

- A copy of the PCP for each property serviced under this purchase order, including all of the attachments (i.e., labels, Material Safety Data Sheets, and local license).

- Contractor's Service Report forms, documenting arrival and departure time of the Contractor's representative performing the service, and all information on pesticide application required by statute. These report forms may incorporate all of the pest surveillance data.

- Documentation of any complaints from Post personnel or unusual incidents which may have taken place during the visit to the site or pesticide application.

8. Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP

provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<p><u>Services.</u> Performs all pesticide management services set forth in the performance work statement (PWS).</p>	<p>1. thru 7.</p>	<p>All required services are performed and no more than 3 customer complaints are received per month</p>

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

8.2. STANDARD. The performance standard is that the Government receives no more than 3 customer complaints per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

8.3 PROCEDURES.

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

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- | | |
|-----------|---|
| Exhibit 1 | Model Pest Control Plan Form |
| Exhibit 2 | Department-Authorized EPA Registered Professional-Use Pesticides for Common Pests |
| Exhibit 3 | Pesticide Application Notification |
| Exhibit 4 | List of Building(s) and Pest Problem(s) |

EXHIBIT 1
U.S. Department of State Post Pest Control Plan

SHEM 11/98

<p>This form is to be used by posts to formally authorize and document the conditions under which a contractor can apply pesticides in Department-owned/leased residences. As requested, an inspection of this property has been conducted and the following treatment plan is authorized.</p>		
<p>LOCATION OF PROPERTY TO BE TREATED:</p>		
<p>LOCATION OF TREATMENT:</p>	<p>INDOORS: Yes ___ No ___</p>	<p>OUTDOORS: Yes ___ No ___</p>
<p>1. TARGET PEST(S) (e.g. Flies, Cockroaches, etc.)</p>	<p>2. NAME OF PESTICIDE TO BE USED (e.g. Dursban Pro, Diazinon, etc.)</p>	
<p>3. MANUFACTURER NAME AND ADDRESS:</p>		
<p>4. ACTIVE INGREDIENTS AND PERCENTAGES:</p>		
<p>5. DILUTION RATE</p>	<p>6. DILUTED WITH</p>	
<p>7. (%) OF ACTIVE INGREDIENT AFTER DILUTING</p>	<p>7A. METHOD OF APPLICATION (e.g. Spot and Crack/Crevice Spray, Eqpt, Application Rate)</p>	
<p>8. OTHER PEST CONTROL DEVICES (Used or to be Use, i.e. Tamper Proof Bait Stations, Improved Sanitation)</p>		
<p>9. MEASURES TO ENSURE SAFETY OF PROPERTY/OCCUPANTS (i.e. Ventilation and Drying Requirement for Reentry)</p> <p>1) Preparation _____</p> <p>2) During Application _____</p> <p>3) Reoccupancy _____</p>		
<p>10. COMMENTS:</p>		
<p>CONTRACTOR/PLAN PREPARER PRINTED NAME:</p>		
<p>CONTRACTOR/PLAN PREPARER SIGNATURE</p>		<p>DATE</p>
<p>NAME AND QUALIFICATIONS OF APPLICATOR(S) (CREDENTIALS)</p>		
<p>PRINTED NAME AND SIGNATURE OF APPROVER FOR PESTICIDE APPLICATION</p>	<p>TITLE (CIRCLE ONE): POSHO, GSO, COR</p>	<p>DATE</p>
<p>ATTACHMENTS</p>		
<p>1. PESTICIDE LABELS(S) (must be EPA registered and/or DOS approved in English)</p>	<p>2. COPY OF APPLICATOR'S LOCAL LICENSE AND/OR CERTIFICATION (if required)</p>	
<p>3. MATERIAL SAFETY DATA SHEET(S)</p>	<p>4. COST PROPOSAL</p>	

NOTE TO THE COR

Prior to resorting to the use of chemical pesticides, the infestation should be confirmed and the effectiveness of self-help and prevalence reduction measures clearly demonstrated. When chemical pesticides are authorized, post should ensure that no substitutions are made with product (s) other than listed on the approved Post Pest Control Plan. The COR will notify occupants of the precautions and schedule to vacate treated space and not to reenter until ___ after the pesticide application (re-entry time depends on pesticide and extent of application and dry time).

EXHIBIT 2 - Department-Authorized EPA Registered Professional-Use Pesticides for
Common Pests

Crawling Insects: cockroaches, ants, spiders, silverfish, etc. NOT fleas indoors!	For indoor and outdoor use. Use for spot spraying and crack and crevice treatment indoors; areas such as baseboards, storage areas, closets and outdoor areas such as patios, driveways, refuse areas, or where cockroaches congregate or have been seen. Dursban Pro is suitable for controlling insects on turf, trees and ornamentals. See details on label.	Dursban Pro-22% chlorpyrifos, emulsifiable concentrate (EC)	6840-01-412-4361. 1 pint bottle costs ~\$9.86	Mix 1 ½ oz per gal of water for 0.25% finished concentration. Mix 2 2/3 oz per gal of water for 0.50% finished concentration.
		Dursban LO 42% chlorpyrifos emulsifiable concentrate (EC) (Being phased out)	6840-01-210-3392. 12 40 ml bottles per box costs ~\$30.74	Mix 40 ml bottle per gal of water for 0.5% finished concentration.
	Indoors - apply as a residual spray using spot treatments, including crack and crevice treatment. May be used outdoors on lawns and ornamentals around the property to control aphids, mites, bagworms, leaf-hoppers, etc.	Diazinon 4E- 47.5% emulsifiable concentrate (EC)	6840-00-782-3925 1 gal. can (CN) costs ~\$37.88	Mix 2.5 oz per gal. of water for a 1.0% finished concentration
Crawling Insects: cockroaches, ants, spiders, silverfish, etc. NOT fleas indoors!	For spot and crack and crevice application only (indoors). Outdoor surfaces such as porches, patios, garages.	Tempo 2 EC (24.3% Cyfluthrin), liquid concentrate	6840-01-313-7359 12 240 ml bottles per box (BX). Box costs ~\$341.12	Mix 8 ml of Tempo 2 in 1 gal of water-0.05% finished concentration. For heavy infestations, mix 16 ml of Tempo 2 in 1 gal water-0.10 finished concentration.

<p>Flying Insects: flies, mosquitoes, gnats, moths, fleas, etc.</p>	<p>USE SELF-HELP PRODUCTS</p>			
<p>Rats and Mice, domestic</p>	<p>Bait (pellets) must be placed in tamper proof bait stations (ordered separately). Keep away from humans, domestic animals and pets.</p>	<p>Talon-G (Brodifacoum). Single dose anticoagulant. 0.005% bait (pellets).</p>	<p>6840-01-426-4808 11 pound can (CN) costs ~\$32.51</p>	<p>Keep out of reach of children. May be harmful or fatal if swallowed. For both Talon-G and Maki, for rats apply 4 to 16 ounces bait (at intervals of 15 to 30 feet) per placement. Maintain an uninterrupted supply of fresh bait for 10 days or until signs of rat activity cease. For mice apply ¼ to ½ ounce of bait at intervals of 8 to 12 feet per placement. Up to 2 ounces may be required for high mouse activity. Maintain uninterrupted supply of fresh bait for 15 days or until signs of mouse activity cease.</p>
		<p>Maki (Bromadiolone) single dose anticoagulant. 0.005% bait (pellets)</p>	<p>6840-01-151-4884 11 pound can per unit of issue (CN). Can costs ~\$32.71</p>	
<p>Termites, subterranean</p>	<p>Outdoors only around the perimeter of the property by injection and/or trenching which provides a termite resistant barrier for a number of years.</p>	<p>Dursban TC (termiticide concentrate). 42.8% chlorpyrifos. Emulsifiable Concentrate.</p>	<p>6840-01-270-9766, 4, 1 gal plastic containers per unit of issue box (BX). Box costs ~\$280.16</p>	<p>Use a 1 % emulsion. Mix 2 gallons of Dursban TC in 98 gallons of water. Once diluted, apply at a rate of 4 gallons of emulsion per 10 linear feet of building foundation being treated. Detailed instructions are covered on the label.</p>

Termites, drywood and other wood infesting insects such as beetles, and carpenter ants	Indoors - for treatment of small areas of wood-infesting insects, e.g. drywood termites, apply by brushing or spraying the diluted spray evenly on wood surfaces. For large or overhead areas, apply as spray to the point of run-off. Use a coarse, low-pressure (20 psi) spray.	Dursban Pro- 22% chlorpyrifos emulsifiable concentrate (EC)	6840-01-412-4361. Unit of issue, 1 pint bottle. 1 pint costs \$24.32	Use a 0.5% spray to control light infestations and a 1.0% spray to quickly reduce heavy infestations or for extended residual control. For a 0.5% spray, mix 2 2/3 oz of Dursban Pro with 1 gal of water. For a 1.0 % spray, mix 5 1/3 oz of Dursban Pro with a gal of water. See label for selective outdoors use such as doors, windows, etc.
		Tempo 2-(24.3% cyfluthrin), liquid concentrate	6840-01-313-7359-12, 240 ml bottles per box (BX). Box costs ~\$341.12	Use a 0.1% dilution of Tempo 2. Mix 16 ml of Tempo 2 in 1 gal of water. Detailed instructions are covered on the label.
Fleas (indoor control)	USE SELF-HELP PRODUCTS			
Mosquitoes, outdoors	Use for outside surfaces of buildings and for perimeter treatments as a residual spray where adult mosquitoes congregate or have been seen. Do not apply inside buildings.	Dursban Pro 22% chlorpyrifos, (EC) Emulsifiable Concentrate	6840-01-412-4361. Unit of issue, 1 pint bottle, pint costs ~\$9.86	Mix 2 2/3 oz of Dursban Pro per gal of water for a 0.5% finished concentration.

Mosquitoes, outdoors (larvicide)	Briquets added to standing water in ponds, bird baths, tires, etc. for sustained release of larvicide for long-term control of mosquito larvae	Bactimos Briquets (<i>Bacillus thuringiensis berliner var israelensis</i> - bti) (10%)	6840-01-377-7049 100 Briquets per box (BX). Box costs ~\$85.18	Briquets release bti for a period of 30 days or longer. More details on label for outdoor use.
Weeds, grasses and other plants	Non-selective herbicide. Kills all vegetation such as weeds, grasses, etc. Spray applied.	Roundup Pro Glyphosate, 41% water soluble liquid	6840-01-108-9578 5 gal can (CN) costs ~\$239.85	For both Roundup products (liquid and dry pack) mix with water in accordance with label instructions for selected vegetation to be controlled.
		Roundup Dry Pack Glyphosate, 0.96% water soluble	6840-01-399-0673 25 packages per box (BX) costs ~\$55.00	
Weeds	Selective herbicide. Kills certain plants such as broadleaf weeds and brush while leaving desirable grasses.	2,4 -D (2,4-Dichloro-phenoxy acetic acid) water soluble emulsifiable liquid	6840-00-664-7060 2.5 gal can (CN) costs ~\$62.00	Mix 2,4-D with water in accordance with label instructions for selected weeds and other vegetation to be killed.

NOTE: Pesticide prices are subject to change.

EXHIBIT 3
11/98

SHEM

PESTICIDE APPLICATION NOTIFICATION

This form is to be used by posts to formally authorize and document the conditions under which a contractor can apply pesticides in Department-owned/leased residences. As requested, an inspection of this property has been conducted and the following treatment plan is authorized. This form is to be given to residence occupants at least 24 hours before application.

A pesticide applicator has been hired to come to your home or office to treat for pests, which you have been unable to control by other non-chemical means. The vendor has been authorized to use a product that is EPA registered or Department approved for the specific pest and application. Each pesticide is indicated for certain pests and must be applied according to the manufacturer's directions. Spraying into cracks and crevices where the pests live is very common. The Department mandates that post only use EPA-registered and Department approved pesticides, which have detailed instructions regarding use of the product. Pesticide labels and other safety related information should be available from the GSO, POSHO or health unit.

All pesticides are poisons and are used judiciously to combat pests, which, in addition to being a nuisance, may pose health risks and/or cause of significant property damage. M/OBO/OM/SHEM does not recommend the use pesticide powders or dusts. Should there be an exception to the general rule, the applicator should remove any residual pesticide, which is accessible to occupants or pets. You can reduce your exposure to pesticides by following the steps indicated below:

- Vacate any location where pesticides are being applied in spray form. This includes any household pets. If you have fish, consider covering the aquarium with plastic if it is too large to move. Some pesticides may be quite toxic to fish or other aquatic life.
- Remove toys from the area to be treated.
- Remove food, dishes, pots, pans and other cooking/eating utensils before treating kitchen cabinets. Pesticides should not be allowed to contact any surface/object that will contact food. Wait until the shelves dry before refilling them. If it's possible that contact occurred, wash the items thoroughly with soap and hot water before use.
- Allow adequate ventilation following the application of pesticides indoors. When spraying will occur outdoors, close the windows of your home. It may be difficult to predict how long the treated space should be vacated; however, all sprayed surfaces should be dry. Usually a minimum of one to two hours will be necessary. Although odor is not necessarily the best indicator of exposure, ventilation should be increased in areas where the odor is bothersome.

- Do not use surface sprays to treat entire floors, walls or ceilings even though such “broadcast” applications may be listed on the product label.
- Do not place rodent or insect baits where small children or pets can reach them. Tamper-proof bait stations should be used whenever rodent bait is being used. The granules of bait should never be applied loose since pets or small children may mistake these for food.
- Perform pest prevalence reduction and self-help measures to reduce or eliminate the need for chemical pesticide treatment.
- Follow instructions on the pesticide label.
- Any questions or concerns? Contact the (COR).

EXHIBIT 4

List of Building(s) and Pest Problem(s)

ZONE	SUB ZONE	# OF ROOMS	TOTAL AREA IN M₂	REMARKS
A	A1	2	64.00	
	A2	3	68.00	
	A3	3	68.00	
	A4	1	35.00	
	A5	3	101.00	
	A6	1	8.00	
	A7	3	186.00	
	A8	3	43.00	
	A9	4	186.00	
	A10	4	186.00	
	A11	5	62.00	
B	B1	3 FLOORS	1,208.00	
C	C1	2	37	
	C2	4	48	
D	D1	7	355.45	
	D2	5	367.49	
	D3	4	355.56	
	D4	3		
	D5	3	346.56	
	D6	3	344.37	
	D8	8	200	
	D9	2	200	
E	E1	4	119.00	
	E2	4	119.00	
	E3	4	119.00	
	E4	4	119.00	
	E5	4	119.00	
	E6	4	119.00	
	E7	4	119.00	
	E8	4	119.00	
	E9	4	119.00	
	E10	4	119.00	

	E11	4	119.00	
	E12	4	119.00	
	E13	4	119.00	
	E14	4	119.00	
	E15	4	119.00	
	E16	4	119.00	
	E17	4	119.00	
	E18	4	119.00	
	E19	4	119.00	
	E20	4	119.00	
	E21	4	119.00	
	E22	4	119.00	
	E23	4	119.00	
	E24	4	119.00	
	E25	4	119.00	
	E26	4	119.00	
	E27	4	119.00	
	E28	4	119.00	
	E29	4	119.00	
	E30	4	119.00	
E31	4	119.00		
	E32	4	119.00	
	E33	4	119.00	
	E34	4	119.00	
	E35	4	119.00	
	E36	4	119.00	
	E37	4	119.00	
F	F1	2	30.00	
	F2	3	110.13	
	F3	6	326.21	
	F4	4	165.13	
G	G1	5	144.45	
	G2	4	191.45	
	G3	4	161.24	
	G4	3	162.24	
	G5	4	107.54	
	G6	3	13.86	
H	H1	4	180.02	
	H2	5	222.92	
	H3	4	140.07	

I	I1	3	120.00	
	I2	5	151.75	
	I3	5	172.08	
	I4	3	75.25	
	I5	4	109.20	
	I6	3	75.25	
	I7	4	109.20	
	I8	2	90.00	
	I9	2	90.00	
	I10	3	72.09	
J	J1	3	56.00	
K	K1	2	200.00	
	K2	2	100.00	
	K3	9	150.00	
	K4	2	60.00	
	K5	6	1,200.00	
	K6	1	30.00	
	K7	1	8.00	
	K8	1	6.00	
L	L1	5	118.00	
	L2	2	32.00	
	L3	2	32.00	
M	M1	3	61.00	
N	N1	1	8.00	
O	O1	1	42.00	
	O2	1		
P	P1	11	600.00	
	P2	3	150.00	
Q	Q1	4	118.00	
R	R1	2	40.00	
	R2	1	24.00	
	R3	2	32.00	
	R4	1	15.00	
	R5	4	35.00	

S	S1	13	429.71	
T	T1	6	228.89	
	T2	3	91.91	
	T3	3	90.40	
U	U1	3	37.00	
	U2	6	150.00	
V	V1	6	90.00	
	V2	4	40.00	
	V3	4	48.00	
	V4	1	24.00	
W	W1	5	153.00	
	W2	2	60.00	
X	X1	3	120.00	

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (May 2012)

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

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

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

- __ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- __ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- __ (11) [Reserved]
- __ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of 52.219-7.
- __ (iii) Alternate II (Mar 2004) of 52.219-7.
- __ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of 52.219-9.
- __ (iii) Alternate II (Oct 2001) of 52.219-9.
- __ (iv) Alternate III (Jul 2010) of 52.219-9.
- __ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- __ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) Alternate I (June 2003) of 52.219-23.
- __ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- __ (23) 52.219-28, Post Award Small Business Program Representation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).

- ___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- ___ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- ___ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- ___ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- ___ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (40)(i) 52.225-3 - [RESERVED]
- ___ (41) 52.225-5, Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

x (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

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

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

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

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

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

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

___ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

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

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

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

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

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

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

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

___Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

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

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

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

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

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

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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:

<u>Clause</u>	<u>Title and Date</u>
52.204-9	Personal Identify Verification for Contractor Personnel (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.223-3 1991)	Hazardous Material Identification and Material Safety Data (NOV
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance-Work on a Government Installation (JAN 1997)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.242-15	Stop-Work Order (AUG 1989)
52.246-25	Limitation of Liability - Services (FEB 1997)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012) (DEVIATION)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM**

records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (2) The Contractor's CAGE code is in the **SAM** database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the **SAM** database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

52.232-99, Providing Accelerated Payment to Small Business Subcontractors
(DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

DOSAR CLAUSES IN FULL TEXT:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

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

(End of clause)

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)

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

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and one copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment, if applicable.

Invoices shall be submitted to the following address:
Financial Management Office
US Embassy
Awkar - Metn

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

652.229-71 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.

652-237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

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

New Year's Day
Prophet's Birthday
Annunciation Day
Good Friday (Western)
Labor Day
Good Friday (Eastern)
Feast of Ramadan (Al-Fitr)
Assumption Day
Feast of Al-Adha
Moslem New Year (Al-Hejra)
Lebanese Independence Day
Christmas Day

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

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

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be

dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

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

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

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

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

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

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

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

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.

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

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

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

SECTION 3 – SOLICITATION PROVISIONS

SUBMISSION OF QUOTES

1. General

This solicitation is for the performance of the services described in this Request for Quotations, including the Exhibits attached to this solicitation.

2. Summary of Instructions

Each quote must provide a firm fixed price for the job as well as a Certificate of Insurance. In addition, the quote must include the representations and certifications, to be completed by the contractor, given at the end of this solicitation.

The complete quotation shall be hand delivered to the Main Gate of the US Embassy at Awkar on or before 12:00 hours on December 17, 2012 and marked as follows:

Michael Unglesbee
Contracting Officer
US Embassy
Beirut, Lebanon

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

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

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

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

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

<u>Clause</u>	<u>Title and Date</u>
52.209-7	Information Regarding Responsibility Matters (JAN 2011)
52.209-9	Updates of Information Regarding Responsibility Matters ALT 1 (JAN 2011)
52.212-1	Instructions to Offerors – Commercial Items (FEB 2012)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.237-1	Site Visit (APR 1984)

In accordance with FAR provision 52.237-1, Site Visit, the post will arrange for site visit on November 29, 2012 at 10:00 a.m. Offerors should contact Ms. Soha El-Hoyek on 04/543600 ext. 4267 and provide her with the names before November 27, 2012 to make appropriate arrangements.

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable quoter who is a responsible contractor. The evaluation process shall include the following:

- a) Compliance Review. The Government will perform an initial review of quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable quotations which do not conform to the solicitation.
- b) Technical Acceptability. Technical acceptability will include a review of past performance, experience, and technical information as defined in Section 3.
- c) Price Evaluation. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) Responsibility Determination. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (APR 2012).

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

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

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

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

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

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran

with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of

this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

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

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

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

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

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

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

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

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

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

- (g)(1) – [RESERVED]
- (i) - [RESERVED]
- (ii) - [RESERVED]

[List as necessary]

- (iii) - [RESERVED]

Other Foreign End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

[List as necessary]

- (iv) - [RESERVED]

Canadian End Products:

Line Item No.

Line Item No.

[List as necessary]

- (3) - [RESERVED]

[List as necessary]

- (4) - [RESERVED]

[List as necessary]

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

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

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

Other End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

[List as necessary]

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

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

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

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

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

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

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

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

the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

Listed End Product	Listed Countries of Origin

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

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) Outside the United States.

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

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

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

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

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

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that—

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

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

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

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

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

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

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

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

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

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

(4) *Type of organization.*

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

(5) *Common parent.*

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

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

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

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

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

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

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

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

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

(End of provision)

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 <i>there are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Lebanon:

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

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

(d) [RESERVED]

(End of provision)