

American Embassy Valletta, Malta

Date: 25th May 2012

To: Prospective Offerors

Subject: Solicitation number SMT85012Q0004

Enclosed is a Request for Proposals (RFP) for Gardening and Landscaping Services at four (4) real properties occupied by the U.S. Embassy, Valletta, Malta. If you would like to submit a proposal, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 33 that follows this letter.

The Embassy intends to conduct a pre-proposal conference. All prospective offerors who have received a solicitation package are invited to attend. See Section L.5 of the solicitation for instructions date and time.

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

Proposals are due by noon of the 11th June 2012.

Sincerely,

Carlos Dhabhar
Contracting Officer

Enclosure

SECTION A – SF-33

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide gardening and landscaping services for real property owned and managed by the U.S. Embassy, Valletta, Malta

B.2 TYPE OF CONTRACT

This is a fixed price contract for standard services. Time and materials for temporary additional services.

B.3 TYPES OF SERVICES

- (a) Standard Services. The Contractor shall provide standard gardening services as specified in Section C for properties listed in Exhibit A.
- (b) Temporary Additional Services. The Contractor shall provide Temporary Additional Services when requested by the Contracting Officer's Representative (COR) through a written order, but not to exceed the ceiling price without the Contracting Officer's approval. Temporary Additional Services delivered shall be in addition to the Standard Services, and shall be priced at the unit price shown below. The tasks to be accomplished shall be additional quantities of the same tasks described in Section C.

B.4 PRICING

- (a) The Government will pay the Contractor a fixed price per month for Standard Services that have been satisfactorily performed. The Government will also pay the Contractor for Temporary Additional Services ordered each month by the Government for satisfactorily completed work.
- (b) In addition to all direct (labor, equipment, materials) and indirect costs (overhead, general and administrative expenses), the Contractor shall include any premium pay for services required on holidays only in the fixed prices for Standard Services. The Contractor shall include any premium pay for overtime only in the fixed rates for Temporary Additional Services.
- (c) The Government will also reimburse the Contractor at the purchase price for any materials or equipment ordered by the Government for Temporary Additional Services.
- (d) The Government will make payment in local currency.

B.5 BASE YEAR PRICES

B.5.1 BASE YEAR PRICES - Chief of Mission residence (CMR) in Attard.

(a) Standard Services. The fixed price for the first year of the contract (starting on the date stated in the notice to proceed letter and continuing for a period of 12 months) is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for temporary additional services is:

Hourly Rate _____

FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

SECOND OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

THIRD OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

FOURTH OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

B.5.2 BASE YEAR PRICES - Deputy Chief of Mission residence (DCMR) in Bahar Ic-Caghaq.

(a) Standard Services. The fixed price for the first year of the contract (starting on the date stated in the notice to proceed letter and continuing for a period of 12 months) is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for temporary additional services is:

Hourly Rate _____

FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

SECOND OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

THIRD OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

FOURTH OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

B.5.3 BASE YEAR PRICES MSG Det.Commander at residence in Birguma limits of Naxxar. (NCOIC)

(a) Standard Services. The fixed price for the first year of the contract (starting on the date stated in the notice to proceed letter and continuing for a period of 12 months) is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for temporary additional services is:

Hourly Rate _____

FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

SECOND OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

THIRD OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

FOURTH OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

B.5.4 BASE YEAR PRICES - U.S. Embassy (CHANCERY) Ta Qali.

Gardeners required for these services at the New Embassy Complex are three (3) on a forty (40) hrs per week schedule.

(a) Standard Services. The fixed price for the first year of the contract (starting on the date stated in the notice to proceed letter and continuing for a period of 12 months) is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for temporary additional services is:

Hourly Rate _____

FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

SECOND OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

THIRD OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

FOURTH OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per Month _____

Per Year _____ (Per month x 12)

(b) Temporary Additional Services. The hourly fixed rate for Temporary Additional Services is:

Hourly Rate _____

GRAND TOTAL

Base Year:

Chief of Mission residence (CMR) _____
Deputy Chief of Mission residence (DCMR) _____
Embassy of the United States of America (NEC) _____
Detachment SSgt residence (NCOIC) _____

First Option Year:

Chief of Mission residence (CMR) _____
Deputy Chief of Mission residence (DCMR) _____
Embassy of the United States of America (NEC) _____
Detachment SSgt residence (NCOIC) _____

Second Option Year:

Chief of Mission residence (CMR) _____
Deputy Chief of Mission residence (DCMR) _____
Embassy of the United States of America (NEC) _____
Detachment SSgt residence (NCOIC) _____

Third Option Year:

Chief of Mission residence (CMR) _____
Deputy Chief of Mission residence (DCMR) _____
Embassy of the United States of America (NEC) _____
Detachment SSgt residence (NCOIC) _____

Fourth Option Year:

Chief of Mission residence (CMR) _____
Deputy Chief of Mission residence (DCMR) _____
Embassy of the United States of America (NEC) _____
Detachment SSgt residence (NCOIC) _____

Grand Total of Base year + 4 year options per each residence.

Grand Total: Chief of Mission residence (CMR) _____

Grand Total: Deputy Chief of Mission residence (DCMR) _____

Grand Total: Embassy of the United States of America (NEC) _____

Grand Total; Detachment SSgt residence (NCOIC) _____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 PERFORMANCE WORK STATEMENT – GARDENING & LANDSCAPING SERVICES

C.1 Work Requirement.

C.1.1 General. This is a fixed-price contract for gardening and landscaping services for real property owned and managed by the U.S Embassy, Valletta, Malta. The contract contains certain ordering provisions by which the Contracting Officer or his/her representative may require additional amounts of service for special events. The contractor shall furnish managerial, administrative and direct labor personnel to accomplish all work required by this contract. Specific services are described in detail below.

C.1.2 Personnel. The contractor shall provide a qualified work force capable of providing the services required by the contract.

C.2 Definitions

"Chancery" means the compound used for official activities.

"CMR" means the official residence and grounds of the Chief of Mission/Ambassador

"Contracting Officer" means a person appointed with the authority to enter in and administer contracts on the behalf of the Government.

"Contracting Officers' Representative (COR)" means an individual designated in writing by the Contracting Officer to perform specific contract administration functions.

"DCMR" means the official residence and grounds of the Deputy Chief of Mission

"General Instructions" mean those instructions, directives and guidelines that apply to all gardening personnel.

"Government" means the Government of the United States of America.

"SOR" means Senior Officers' Residence, including the residences of the Ambassador, Deputy Chief of Mission.

"NCOIC" means the official residence and grounds of the U.S. Marine's Detachment Commander.

“QASP” means Quality Assurance and Surveillance Plan.

C.3 General Requirements.

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the U.S. Embassy and properties are an important part of the representational responsibilities of the U.S. Mission. The Contractor’s work shall be measured by the appearance of the gardening and landscaping services covered by this contract. The Contractor shall perform complete gardening and landscape maintenance services as described in this contract for all Government properties listed in Section J, Exhibit A. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, quality control, financial oversight, and maintenance of complete records and files.

C.4 Management and Supervision

C.4.1. Supervision. The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.

C.4.2. The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the property or residence. Standard Services shall be delivered between the hours of 08:00AM and 16:30PM Monday through Friday or as specified under Section D listed under the Time Schedules Section per each U.S. Government owned or managed building. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

C.4.3. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work sites on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

C.4.4. Technical Guidance. The Contractor shall have the services of a team of trained horticulturists with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop and guide the Contractor's programs for plants, shrubs, lawn and tree care.

C.4.5. Grounds Maintenance Plan. The Contractor shall submit an annual Grounds Maintenance Plan that reflects the proposed frequency for meeting the requirements of this contract. The Grounds Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The Contractor shall submit the Grounds Maintenance Plan to the COR for approval within 30 days after contract award.

C.5. Lawn Care

C.5.1. Grass Cutting. The Contractor shall maintain the height of grass between 4 and 6 centimeters. The Contractor is responsible for all equipment and fuels needed to complete this task.

C.5.2. Edging. The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut. It is the Contractor's responsibility to provide plant beds and gravel areas with steel or concrete edges when required. A hand written detailed request of the works to be provisioned must be submitted to the COR prior to these services being done.

C.5.3. Trimming. The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.

C.5.4. Weeding. The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval of the COR for all applications of weed killers.

C.5.5. Turf Repair and Re-establishment. The contractor shall at his own expense, provide irrigation, fertilization and mowing of turf whenever necessary. Repair areas damaged by vehicular traffic, oil and gas, building repairs and normal foot traffic. The damaged area shall be filled in and leveled and then seeded or sodden and maintained to conform to adjacent areas.

Lawn strips – Plant grass must NEVER be planted against buildings or perimeter walls.

C.5.6. The method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair shall be part of the contractor's Grounds Maintenance Plan.

C.6. Pruning

C.6.1. The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers. Each tree and shrub shall be pruned to preserve the natural character of the plant. Pruning shall be done after delivery of any additional and new plants and after they have been inspected and accepted by the COR.

C.6.2. The Contractor shall prepare a written schedule, as part of the Grounds Maintenance Plan, showing the method, frequencies, and dates of pruning.

C.6.3. The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to:

- direct and encourage plant growth in directions desired,
- remove dead and unsightly growth, and
- maintain a neat and attractive appearance.

The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season according to best horticultural practice. The Contractor shall prune all hedges and shaped shrubs to maintain proper shape at all times.

C.6.4. At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor. Any decline in condition of new plants /trees/shrubs/turf requires the Contractor to take immediate action to identify potential problems and to undertake corrective measures. If the Contractor does not have sufficient expertise or if the problems persist, the Contractor shall engage professional arborists and/or horticulturalists at no cost to the U.S. Government to inspect plant materials to identify problems, recommend corrective procedures and notify the COR immediately of such actions. All inspection and recommendation reports must be submitted to the COR.

C.7. Leaf Removal. The contractor shall, on a monthly basis, remove leaves and pine needles from the properties listed in Exhibit A and on a weekly basis during the period of autumn (September, October and November) and spring (March, April, May).

C.8. Recycled Materials. The Contractor shall promote recycled uses for lawn and tree debris in meeting other gardening needs, such as mulch and compost.

C.9. Removal of Debris. The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each work day. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and the proper disposal of debris.

C.10. Watering.

C.10.1. The Contractor must water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of 7 centimeters. If natural precipitation is sufficient to fulfill this requirement, the contractor may request the COR's permission to suspend

watering to avoid too much water in the soil. Water shall be suitable for irrigation and free from harmful ingredients to plant life.

C.10.2. The Contractor must present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall take into account the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.

C.10.3. The Contractor MUST provide all hoses, portable sprinklers, and other similar irrigation equipment.

C.10.4. The Government shall furnish the supply of water.

C.11. Fertilizer.

C.11.1. The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.

C.11.2. The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan. The fertilizer type shall be approved by the COR.

C.11.3. The Contractor shall fertilize the lawn areas a minimum of two times per year.

C.11.4. The Contractor shall apply weed killer once a year. If weed killer is not required, the contractor shall request a waiver in writing from the COR. The type of weed killer shall be approved by the COR.

C.11.5. The Contractor shall remove any dead plants at his own expense. Plant new seasonal shrubs and flower plants throughout the year. Fertilize trees, shrubs, bushes, hedges and plants a minimum of once a year.

C.12. Pest and Disease Control. The contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the COR for all pesticides.

C.12.1. The contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.

C.13. Hazardous and Toxic Substances. It is the contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement.

C.14. Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services required by paragraph C.3 of this contract. The COR shall order these services as needed. This work shall be performed by trained employees of the Contractor, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance notice.

C.14.1 The Contractor shall include in its next regular invoice details of the temporary additional services and any materials provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.

SECTION D – Time Schedules

(CMR) Chief of Mission residence in Attard.

Gardeners required for these services at the Chief of Mission residence are two (2) on a twenty five (25) hrs per week schedule.

The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the gardeners can effectively perform their services without placing a burden on the security personnel of the Post. Standard Services shall be delivered between the hours of 08.00am and 16.00 PM on Mondays and Wednesday and Fridays for a total of 25 hrs per week. Two gardeners will visit the gardens at 'Villa Apap Bologna', Attard every week. The hours of services shall be divided between the two (2) gardeners accordingly.

On a Monday two (2) gardeners will give their services for five 5 hrs each, on a Wednesday one (1) gardener will give the services for five (5) hrs, and on Friday two (2) gardeners will give the services for five (5) hours each, unless a public holiday or a national holiday happens to fall on one of these designated days, in which case arrangements shall be made for the visit to be carried out on an alternative day. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

(DCMR) Deputy Chief of Mission residence in Bahar Ic-Caghaq.

Gardeners required for these services at the Deputy Chief of Mission residence are one (1) on a three (3) hrs per week schedule

The Contractor shall take into consideration the hours that the gardener can effectively perform these services without placing a burden on the residents living in this Government occupied building. Standard Services shall be delivered between the hours of 12.00 and 15.00 on for a total of three (3) hrs per week.

Designated day to be determined by the U.S. Embassy..

(NCOIC) Marines Det.Commander at residence in Birguma limits of Naxxar.

Gardeners required for these services at the Deputy Chief of Mission residence are one (1) on a three (3) hrs per week schedule

The Contractor shall take into consideration that the hours that the gardener can effectively perform the services without placing a burden on the residents living in this Government owned building. Standard Services shall be delivered between the hours of 12.00 and 15.00 on for a total of three (3) hrs per week.

Designated day to be determined by the U.S Embassy.

(CHANCERY) U.S. Embassy Complex Ta Qali.

Gardeners required for these services at the New Embassy Complex are three (3) on a forty (40) hrs per week schedule per each gardener.

The schedules shall take into consideration the hours that the gardeners can effectively perform their services without placing a burden on the security personnel of the Post. Standard Services shall be delivered between the hours of 08.00 and 16.30 between Monday and Friday for a total of 40 hrs per week per each gardener.

If a public holiday or a national holiday happens to fall on one of these designated days, or the U.S. Embassy complex is being used to host an event, arrangements shall be made for the visits to be carried out on an alternative days. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the services.

SECTION E - INSPECTION AND ACCEPTANCE

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

This contract incorporates the following 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.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-6	INSPECTION - TIME-AND- MATERIAL AND LABOR-HOUR	MAY 2001

E.2 APPLICABILITY OF INSPECTION CLAUSES

FAR clause 52.246-4, Inspection of Services - Fixed-Price, applies to services provided under Standard Services. FAR clause 52.246-6, Inspection--Time-and- Materials and Labor-Hour, applies to services provided under Temporary Additional Services.

E.3 QUALITY ASSURANCE AND SURVELIANCE 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 gardening services set forth in the performance work statement (PWS)</p>	<p>C.1 thru C.14</p>	<p>All required services are performed and no more than one (1) customer complaint is received per month</p>

- E.3.1 **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.
- E.3.2 **STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.
- E.3.3 **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.

SECTION F - DELIVERIES OR PERFORMANCE

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

This contract incorporates the following 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.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-15	STOP-WORK ORDER (ALT I)	APR 1984*
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

*APPLICABILITY OF STOP-WORK ORDER CLAUSES

FAR clause 52.242-15, Stop-Work Order, applies to Standard Services in Section B.
FAR clause 52.242-15, Stop-Work Order (Alternate I), applies to Temporary Additional Services.

F.2 PERIOD OF PERFORMANCE

The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with four (4) one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

F.3 DELIVERY SCHEDULE

The following items shall be delivered under this contract.

DELIVERABLE

DUE DATE

Ground Maintenance Plan (C.4.5 & C.6.2)

30 days after date of contract award

Pruning Schedule (C.6.2)

30 days after date of contract award

Names, biographic data, police clearance on contractor personnel (H.1)

20 days after date of contract award

Certificate of Insurance (H.5)

7 days after date of contract award

F.4. Notice to Proceed

After contract award and submission of acceptable insurance certificates, the Government will send the Contractor a Notice to Proceed. That Notice to Proceed will establish a date (a minimum of ten (10) calendar days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. MONITORING OF THE CONTRACTOR

G.1.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR's for this contract are Mr Joseph Mizzi, (Mobile Number 9931-2000) Mr Saviour Gauci (Mobile Number 7950-7722) and Mr. Michael McMahon (2561-4232)

G.1.2 DUTIES

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

G.2 SUBMISSION OF INVOICES

The Contractor shall submit invoices in an original and two (2) copies to the Contracting Officer's Representative (COR) through the Financial Management Office (FMO) at the following address:

Embassy of the United States of America
Budget & Financial Management
Ta' Qali National Park
Attard, ATD 4000.
Malta.

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

N.B. PR Number (found on the Contract/Purchase order in Section 4 must be reflected on invoice. Invoices should be submitted no later than three (3) months after completion of services.

Electronic delivery of all invoices to be submitted to email address, malta-accounts@state.gov .

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY

H.1.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall work on this contract.

H.1.2 Identity Cards. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

H.1.3 Personnel Security Approval. After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take seven (7) working days to perform.

For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number

4.4.2 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the U.S. Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to any U.S. Government owned and managed buildings or U.S. Government operated facilities to any individual. Failure to return government issued identity cards within 24 hours of an individual's departure from employment with the Contractor will result in delays and/or suspension of payment for services rendered.

H.2 STANDARDS OF CONDUCT

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their

employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

- (b) Uniforms. The Contractor's employees shall wear clean, identical uniforms, protective gloves, steel toed shoes and complete protective uniforms when using fertilizers and chemicals to protect plant life. All employees shall wear accreditation at all times.
- (c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.
- (d) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- (e) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
 - falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
 - unauthorized use of Government property, theft, vandalism, or immoral conduct;
 - unethical or improper use of official authority or credentials;
 - security violations; or,
 - organizing or participating in gambling in any form.
- (f) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

H.3 PERSONNEL HEALTH REQUIREMENTS

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

H.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

- (a) Bonds. The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.
- (b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.
- (c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.
- (d) Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary by host country. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

For those Contractor employees assigned to this contract who are either United States citizens or hired in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

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

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

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

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

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

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

Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

- (e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

H.5 CERTIFICATE OF INSURANCE

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

H.6 LAWS AND REGULATIONS

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

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless they are inconsistent with the requirements of this contract.

H.7 TRANSITION PLAN

Within fifteen (15) calendar days after contract award, the Contracting Officer may request that the Contractor develop a plan for preparing the Contractor to assume all responsibilities for services defined in Section C and the Exhibits in Section J of this contract. The plan shall establish the projected period for completion of all clearances of Contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

SECTION I - CONTRACT CLAUSES

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

This contract incorporates the following 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.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS	APR 2010
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR	DEC 2010

PROPOSED FOR DEBARMENT		
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS - NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA MODIFICATIONS	OCT 2010
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	JULY 2010
52.222-50	COMBATTING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.228-4	WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (for additional/emergency services only)	AUG 2005
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES -- ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996

52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION APR 1984	
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE -- ALTERNATE II (APR 1984)	AUG 1987
52.243-3	CHANGES—TIME AND MATERIALS OR LABOR HOURS (for additional/emergency services only)	SEP 2000
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	JUNE 2007
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

FAR clauses in full text:

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed base year that is for twelve (12) months plus four (4) year options to extend.

I.4 RESERVED

I.5 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

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

I.6 652.204-70 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.

(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)

I.7. 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. The contracting officer must make all modifications to the contract in writing.

I.8. 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.

I.9. Reserved.

I.10. 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

The Department of State observes the following days as holidays:

<u>DAY & DATE</u>	<u>HOLIDAY</u>	<u>MALTESE/AMERICAN</u>
*Monday, January 2	New Year's Day Observed	American
Monday, January 16	Martin Luther King Day	American
Friday February 10	St. Paul's Shipwreck	Maltese
Monday, February 20	President's Day	American
Monday, March 19	St. Joseph	Maltese
Saturday, March 31	Freedom Day	Maltese
Friday, April 06	Good Friday	Maltese
Tuesday, May 1	Labor Day	Maltese
Monday, May 28	Memorial Day	American
Thursday, June 07	Sette Giugno	Maltese
Friday, June 29	St. Peter & Paul	Maltese
Wednesday, July 4	Independence Day	American
Wednesday, August 15	Assumption	Maltese
Monday, September 03	Labor Day	American
Saturday, September 08	Victory Day	Maltese
Friday, September 21	Independence Day	Maltese
Monday, October 08	Columbus Day	American
Monday, November 12	Veteran's Day	American
Thursday, November 22	Thanksgiving Day	American
Saturday, December 8	Immaculate Conception	Maltese
Thursday, December 13	Republic Day	Maltese

**January 01, 2012 (the legal public holiday for New Year's Day), falls on a Sunday. For most Federal employees, Monday January 02, 2012, will be treated as a holiday.*

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

- (a) When an American Federal Holiday 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.
- (b) 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.
- (c) 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.

- (d) 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.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Exhibit A - LOCATIONS FOR GARDENING SERVICES

Exhibit B - CONTRACTOR FURNISHED MATERIALS
To be filled in by bidding Contractor

Exhibit C - GOVERNMENT FURNISHED PROPERTY

J.2 EXHIBIT A

LOCATIONS FOR GARDENING SERVICES

All standard services are to be delivered as per hours and working days listed under the time Schedules.

<u>Location</u>	<u>Address</u>
CMR	“Villa Apap Bologna” St Anthony Street, Attard.
DCM	Residence No 3, Triq San Frangisk Ta’ Assisi, Bahar Ic-Caghaq.
Chancery -	Embassy of the United States of America, Ta’ Qali National Park, Attard
NCOIC -	“Villa Fairlane” Triq Birguma, Birguma Limits of Naxxar.

J.4 EXHIBIT C

GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the Contractor as "Government furnished property (GFP)" for performance under the contract:

Location

Address

CMR	“Villa Apap Bologna” St Anthony Street, Attard.
DCM	Residence No 3, Triq San Frangisk Ta’ Assisi, Bahar Ic-Caghaq.
Chancery -	Embassy of the United States of America, Ta’ Qali National Park, Attard
NCOIC -	“Villa Fairlane” Triq Birguma, Birguma Limits of Naxxar.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS**

K.1 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to - (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or
- (3) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
- (4) _____ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*]; and
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

K.7. AUTHORIZED CONTRACT ADMINISTRATOR

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

Name:

Address:

Telephone Number:

K.8 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

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

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

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

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

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

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SUBMISSION OF OFFERS

L.1.1 Summary of instructions. Each offer must consist of the following:

L.1.1.1. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and Sections B and K have been filled out.

L.1.1.2. Information demonstrating the offeror's ability to perform, including:

- (1) Name of a Project Manager who understands written and spoken English;
- (2) Evidence that the offeror operates an established business with a permanent address and telephone listing;
- (3) List of clients, demonstrating experience with relevant past performance information and references (including points of contact, telephone numbers and fax numbers);
- (4) Evidence that the offeror can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) Evidence that the offeror has all licenses and permits required by local law (see DOSAR 652.242-73 in Section I).
- (6) Evidence of H.5, Certificate of Insurance. Offeror shall either provide:
 - a) a copy of the Certificate of Insurance, or
 - b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
 - c) a Company Brochure and client list.

The complete offer shall be submitted at the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, "Solicitation, Offeror and Award."

The Offeror shall explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

L.1.2. Proprietary Data.

Offeror shall specifically identify by page(s), paragraph(s), and sentence(s), and shall not generalize any information considered to be proprietary data.

L.2 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. Also, the full text of a solicitation provision 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” (such as Yahoo, Infoseek, or Alta Vista) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.204-6	CONTRACTOR IDENTIFICATION NUMBER – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB 2012
52.209-9	Updates of Information Regarding Responsibility Matters ALT 1 FEB 2012	
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS— COMPETITIVE ACQUISITIONS	JAN 2004
52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – NON-COMMERCIAL ITEM ACQUISITIONS WITH ADEQUATE PRICE COMPETITION	FEB 2007
52.237-1	SITE VISIT	APR 1984

L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past five (5) years;

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

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

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

L.5 SITE VISIT

L.5 PRE-PROPOSAL SITE VISIT.

The Government will hold a pre-proposal site visit to discuss the requirements of this solicitation on the **1st of June 2012 starting at 08:30** at the following four (4) real properties occupied by the U.S Embassy.

Walk through visit will commence as follows:

<u>Location</u>	<u>Address</u>
CHANCERY	Embassy of the United States of America, Ta' Qali National Park, Attard
CMR	“Villa Apap Bologna” St Anthony Street, Attard.
DCM	Residence No 3, Triq San Frangisk Ta' Assisi, Bahar Ic-Caghaq.
NCOIC -	“Villa Fairlane” Triq Birguma, Birguma Limits of Naxxar.

Offerors interested in attending should contact the following individual:

Embassy point of contact is Ms. Josephine Cross Depares who can be reached on office number 2561-4126 or by e-mail on deparesjc@state.gov to make appropriate arrangements.

NOTE TO INTERESTED VENDORS* – Due to security concerns, all offerors must contact the above US Government representative and fax the names and company name of all individuals who will represent the company at the pre-proposal site visit. On the date of the pre-proposal site visit, company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the pre-proposal site visit without prior notification will be denied entry.

Offerors should submit written questions at least three days before the scheduled pre-proposal site visit date, using the address provided on Standard Form 33 or by e-mailing the questions to this email address deparesjc@state.gov.

Attendees may also bring written questions to the proposal conference. If the answer requires research, there is no guarantee that the question will be answered at that conference.

No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

Embassy technical and contracts representatives will be there to explain the services required and to answer questions

L.6 TRANSITION PERIOD

The contract authorizes a period for the contractor to phase in its performance (See Section H, "Transition Plan").

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

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

L.8 652.214-71 AUTHORIZATION TO PERFORM (DEC 1994)

The Contractor warrants that:

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

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, offerors must prepare proposals following Section L. Proposals shall meet all the requirements set forth in the other sections of this solicitation. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

M.1.2. Basis for Award.

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

a) Initial Evaluation

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

b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of L.1.1.2, including a review of the offeror's proposed project manager to ensure that he or she is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in L.1.1.2(3) to verify quality of past performance.

c) Price

The Government will evaluate price for all technically acceptable offerors and determine the lowest overall price in Section B.

d) Responsibility

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

- (1) adequate financial resources or the ability to obtain them;

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

The Government reserves the right to reject proposals that are unreasonably low or high in price. The Government will notify unsuccessful offerors as required by FAR 15.503.

M.1.3 Award Selection

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

M.2 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

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

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

M.3 PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the estimated quantities shown in Section B of this solicitation. The Government will add the prices for standard services, temporary additional services, and materials/equipment to obtain a total price evaluation

M.4 SEPARATE CHARGES

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

(End of Clauses)