

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS
SOLICITATION NO SNP400-15-R-8945

B.1 SCOPE OF SERVICES

The contractor shall provide personnel, supplies and equipment for all make-ready services for residences for American Embassy Kathmandu as described in Sections B and C of this contract, and the Exhibits-1 in Section J.

B.2 TYPE OF CONTRACT

This is a firm-fixed price indefinite-delivery, indefinite-quantity type contract for make-ready. The contractor shall furnish services according to task orders issued by the Contracting Officer. Oral task orders may be necessary for emergencies, however, they shall be issued in writing within three days after issuance of the oral instructions. The task orders shall specify the location and type of work requested (see Section B.4 and the example in Section J, Exhibit 2).

The contract will be for a one-year period from the date of the contract award. For each effective year of the contract, the U.S. Government guarantees a minimum order of Rs.100,000. worth of services. The maximum amount of services ordered will not exceed Rs.5,000,000 worth of services.

B.3 PRICES/COSTS

The prices will include all work, including furnishing all labor, materials, equipment and services, unless otherwise specified in section B.4.4. The prices listed below shall include all labor, materials, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit.

B.3.1 CURRENCY

All prices shall be in Nepali Rupees.

B.3.2 Starting on the date stated in the Notice to Proceed and continuing for a period of 12 months)

Area up to 220 gross square meters.

CLIN	Description of Service	Total Amount
01	Make ready In Between Occupant Repair (IBOR) for interior and exterior cleaning/ painting works as per detail specified in Scope of Work (SOW)	
02	Vat 13%	

03	Grand Total:	
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Area from 220 to 300 gross square meters:

CLIN	Description of Service	Total Amount
01	Make ready In Between Occupant Repair (IBOR) for interior and exterior cleaning/ painting works as per detail specified in Scope of Work (SOW)	
02	Vat 13%	
03	Grand Total:	

Area above 300 gross square meters:

CLIN	Description of Service	Total Amount
01	Make ready In Between Occupant Repair (IBOR) for interior and exterior cleaning/ painting works as per detail specified in Scope of Work (SOW)	
04	Vat 13%	
05	Grand Total:	

- Note: Approximate number of houses are that needs IBOR service annually are 35-40 residences and the breakdown based on gross area is as follows:
 15 no of residences/apartments are 220 sq. meters.
 15 no of residences/apartments are 220-300 sq. meters.
 10 no of residences/apartments are above 300 sq. meters

B.4 ORDERING - The Government shall issue task orders for ordering all services under this contract. Task orders may be issued from the effective date of the contract until the end of the "Period of Performance." All task orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any task order.

B.4.1 ISSUANCE OF TASK ORDERS - The Contracting Officer may issue task orders orally but will be confirm them in writing within three days.

B.4.2 SURVEY OF PROPERTY - Before performing work, the contractor shall survey the property and verify the work required against the task, to determine if any discrepancies exist. This has to be done before start of specific task and it is contractor's responsibility to request for site visit if and when necessary. The contractor shall be responsible for any errors that might have been avoided by such a survey/review. The contractor shall immediately report any discrepancies to the COR or the Contracting Officer and shall not begin work until such matters are resolved.

B.4.3 CONTENTS OF TASK ORDERS - The Contracting Officer shall issue task orders for make-ready services on an as-needed basis. See the sample task order at Section J, Exhibit 2. Task orders shall include:

- (a) Date of order
- (b) Contract number
- (c) Order number
- (d) Location of property
- (e) Amount of work (square meters or linear meters)
- (f) Point of contact for questions

B.4.4 COMPLETION DATE - The contractor shall complete all services on individual housing units within 15 working days of receipt of a task order. The time period specified above shall not begin until the contractor is afforded reasonable access to the work site.

There will be at least 5-7 houses during same period of time when simultaneous IBOR will be ongoing and hence US Embassy will reserve the right to award multiple contracts based on his/her work schedule and documents requested Line Item # 3 of Exhibit -1, Scope of Work, section "SUBMITTAL FROM CONTRACTOR DURING BIDDING PROCESS".

The time period specified above may be shortened if mutually agreed to by the contractor and the Government.

The completion date is fixed and may be extended only by a written modification signed by the Contracting Officer.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

C.1.1 GENERAL – The American Embassy Kathmandu requires a make-ready service contractor to perform task orders on US Government owned and leased properties. The contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required as specified in Statement of Work (SOW) in Exhibit -1.

C.1.2 ENGLISH SPEAKING REPRESENTATIVE - The contractor shall designate an English speaking representative who shall supervise the contractor's workforce and be the contractor's liaison with the Government.

The designated representative shall be located on site in an office designated by the Contracting Officer during normal working hours (see Section F.8) and shall have supervision as its sole function during the times while on duty. The contractor's employees shall be on site only for contractual duties and not for any other business or purposes.

C.1.2. PERSONNEL - The contractor shall be responsible for providing qualified technicians for each trade with relevant experience to perform make-ready services for task orders issued under this contract. Helper positions do not need to meet the experience requirement.

C.1.3 DEFINITIONS (see also FAR clause 52.202-1, Alt. 1 [April 1994], cited in I.1)

Make-ready Services – Preparation of residential units for occupancy, including all items in this contract.

C.2 STANDARDS

C.2.1 APPLICABLE PAINTING STANDARDS AND PAINT SPECIFICATIONS

C.2.1.1 LOCAL/INDUSTRY PAINTING STANDARDS

Painting and preparatory work shall be in accordance with local standard, and the instructions given below. In cases where local standards and those listed in this contract are in conflict, the stricter of the two shall apply.

C.2.1.2 PAINT SPECIFICATIONS

Paint must be lead free egg shell white paint and offeror must submit Technical specification for lead free egg shell white paint. At minimum contractor must prove that the offered paint is Lead free and Technical specification of enamel paint to be used in this contract.

C.2.1.3 PREPARATION AND PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, carpets, or windows). The contractor shall move, protect, and return such property to its original position.

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

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

SECTION D - PACKAGING AND MARKING

D.1 The contractor shall mark materials delivered to:

American Embassy Kathmandu
Attn: General Services Officer
Maharajgunj, Narayan Gopal Chowk
Brahma Cottage, Kathmandu

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
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

SECTION F - DELIVERIES OR PERFORMANCE

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

This contract incorporates 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:

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FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.211-12	LIQUIDATED DAMAGES - CONSTRUCTION	SEP 2000

(a) If the contractor fails to complete the work within the time specified in the contract, or any extension, the contractor shall pay liquidated damages to the Government in the amount of Rs.5000.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

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. The initial period of performance includes any transition period authorized under the contract.

F.3. DELIVERABLES

The contractor must deliver the following documents requested with their proposal and or in requested duration:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
Biographies of Personnel	1	3 days after award	COR
Security Bonds	1	3 days after award	CO
Insurance	1	3 days after award	CO
Safety Plan	1	3 days after award	COR
Waste Disposal Report	1	last day of each task	COR
Material Safety Data Sheet (MSDS) for paints	1	with proposal	CO
Technical specification for lead free egg shell white paint. At minimum contractor must prove that the offered paint is Lead free.	1	with proposal	COR
Technical specification of enamel paint to be used in this contract.	1	with proposal	COR
Working schedule to complete all works specified in SOW in 15 working days including number of personnel contractor will dedicate for one residence.	1	with proposal	COR
Contractor's ability to manage simultaneous IBOR i.e how many houses a contractor can work by managing more personnel at same time.	1	with proposal	COR
Bio Data for at least 3 key supervisor who will lead this project in multiple houses with their experience in paint projects.	1	with proposal	COR
Working methodology and his/his expectation from US Embassy before start of any IBOR project.	1	with proposal	COR

F.4 CONTRACTOR'S SUBMISSION OF WORK SCHEDULE FOR TASK ORDERS FOR MAJOR REPAIRS:

The time for submission of the schedules and General Instructions referenced in Section I, 52.236-15, "Schedules for Construction Contracts," paragraph (a) is modified to reflect the due date for submission as 10 calendar days after receipt of an executed contract". The contractor shall revise such schedules weekly:

- (a) to account for the actual progress of the work,
- (b) to reflect approved adjustments in the performance schedule,
and
- (c) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government.

The contractor shall submit a schedule that sequences work to minimize disruption at the job site.

All deliverables shall be in the English language and any system of dimensions (such as English or metric) shown shall be consistent with the contract. If the contractor has failed to act promptly and responsively in submitting its deliverables, the Government in approving such deliverables shall allow no extension of time for delay. The Contractor shall identify each deliverable as required by the contract.

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding on the contractor. The completion date is fixed and may be extended only by a written modification to the task order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (a) extend the completion date or obligate the Government to do so,
- (b) constitute acceptance or approval of any delay, nor
- (c) excuse the contractor from or relieve the contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 NOTICE OF DELAY

The contractor shall notify the Government if the contractor receives a notice of any change in the work, or if any other conditions arise that may cause or are actually causing delays and the contractor believes may result in completion of the project after the completion date. The notification shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The contractor shall give such notice promptly, not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. The contractor shall obtain the approval of the Contracting Officer for any revisions to the approved time schedule.

F.7 NOTICE TO PROCEED

(a) Following receipt from the contractor of acceptable bonds or evidence of insurance within the time specified in Section H of this contract, the Contracting Officer will provide to the contractor a Notice to Proceed. The contractor shall then begin work.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

F.8 WORKING HOURS

The contractor shall perform all work during 08:00 – 17:00 Monday through Friday and it may be require weekend/holidays work from 0700 to 1900 hours to complete the work which will directed by COR. The Contracting Officer may approve other hours. The contractor shall give 24 hours advance notice to the Contracting Officer, who may consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase if initiated by the Contractor or **US Government.**

F.9 EXCUSABLE DELAYS

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

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

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the contractor, and the failure to perform furthermore

- (a) must be one that the contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (b) cannot be overcome by reasonable efforts to reschedule the work, and
- (c) directly and materially affects the date of final completion of the project.

F.10 POST AWARD CONFERENCE

The Government will hold a post award conference 10 days after contract award at American Embassy Maharajgunj to discuss the location and type of residences to be serviced, submittals, personnel issues, procedures and other important matters concerning the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

(b) The COR for this contract is Facility Maintenance Supervisor.

G.1.2 Duties

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

G.2 PAYMENT

The Contractor shall submit original invoice for payment to the following address upon completion of services and work accepted by COR:

American Embassy Kathmandu
Attn: Financial Management Officer
Maharajgunj, Narayan Gopal Sadak,
Brahma Cottage, Kathmandu

G.2.1 GENERAL

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

G.2.2 DETAIL OF PAYMENT REQUESTS

The contractor's requests for payment, which is inspected and accepted by COR shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.2.3 PAYMENTS TO SUBCONTRACTORS

The contractor shall make timely payment from the proceeds of the progress or final payment to subcontractors and suppliers following the contractor's contractual arrangements with them. Contractor shall pay his/her personnel as well as subcontractors if assigned that will meet or exceed host government minimum wage requirement.

G.2.4 EVALUATION BY THE CONTRACTING OFFICER

The Contracting Officer shall make a determination as to the amount that is due after an inspection of the work. The Contracting Officer shall advise the contractor if the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5.

G.2.5 ADDITIONAL WITHHOLDING

Independently of monies retained by the Government under FAR 52.232-5 the Government may withhold from payments due the contractor any amounts necessary to cover:

- (a) Wages or other amounts due the contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts that the contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and costs for failure to make adequate progress.

G.2.6. PAYMENT

In accordance with 52.232-27(a), the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is changed to 30 days.

G.3 RECORDKEEPING REQUIREMENTS

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

- (a) The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These

forms will be supplied to advise the contractor of service requests and to document the performance of all work.

(b) Contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service, and all information on parts installed for major repairs only.

(c) Documentation of any complaints from post personnel or unusual incidents that may have taken place during the visit to the site.

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF ORAL TASK ORDERS

The Contracting Officer may issue oral task orders, as stated in Section B.4.1. Any oral task orders issued shall be confirmed in writing within three days when the Mission is open for business. U.S. or local holidays observed by the Mission and natural disasters or other emergencies that result in a suspension of normal operations shall not be counted against the three- day period. In all cases, the Contractor must begin work after receipt of an oral order, without waiting for written confirmation.

H.2 ORDERING OFFICIAL

The designated ordering individual for this contract is the Contracting Officer.

H.3 BOND REQUIREMENTS

H.3.1 TYPE OF BONDS

The contractor shall furnish:

- (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or
- (2) comparable alternate performance security approved by the Government such as a letter of credit shown in Section J.

H.3.2 TIME FOR SUBMISSION

The contractor shall provide the bonds required by paragraph H.1.1 within ten (10) days after contract award. Failure to submit:

- (1) the required bonds other security acceptable to the Government;
- (2) bonds from an acceptable surety; or
- (3) bonds in the required amount,

may result in rescinding or termination of the contract by the Government.

The contractor shall be liable for costs described in FAR 52.249-10, "Default (Fixed-Price Construction) if the contract is terminated.

H.3.3 COVERAGE

The bonds or alternate performance security shall guarantee:

- (a) the contractor's completion of the work within the contract time,
- (b) the correction of any defects after completion as required by this contract,
- (c) the payment of all wages and other amounts payable by the contractor under its subcontracts or for labor and materials, and
- (d) the satisfaction or removal of any liens or encumbrances placed on the work.

H.3.4 DURATION OF COVERAGE

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. At that time, the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

H.3.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if –

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.4 INSURANCE

H.4.1 AMOUNT OF INSURANCE

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

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

(1) Bodily Injury on or off the site stated in Nepali Rupees.:

Per Occurrence NRs.1,000,000.00

Cumulative NRs.5,000,000.00

(2) Property Damage on or off the site in Nepali Rupees:

Per Occurrence NRs.1,000,000.00

Cumulative NRs.5,000,000.00

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

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

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

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

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

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

H.4.2 GOVERNMENT AS ADDITIONAL INSURED

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

H.4.3 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

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

H.5 GOVERNING LAW

The laws of the United States shall govern the contract and the interpretation of the contract.

H.6 LANGUAGE PROFICIENCY

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

H.7 LAWS AND REGULATIONS

H.7.1 COMPLIANCE REQUIRED

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

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

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

H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

The contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless doing so would be inconsistent with the requirements of this contract.

H.7.3 SUBCONTRACTORS

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

H.7.4 EVIDENCE OF COMPLIANCE

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

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 DAMAGE TO PERSONS OR PROPERTY

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

H.8.2 RESPONSIBILITY FOR WORK PERFORMED

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

H.9 MAINTENANCE OPERATIONS

H.9.1 OPERATIONS AND STORAGE AREAS

(a) Confinement to Authorized Areas. The contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) Vehicular Access. The contractor shall use only established site entrances and roadways.

H.9.2 USE OF PREMISES

(a) Occupied Premises. If the premises are occupied, the contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises. The contractor shall perform the work required under this contract without unreasonably interrupting or interfering with the conduct of Government business.

(b) Requests from occupants. The contractor shall refer to the Contracting Officer any request received by the contractor from occupants of existing buildings to change the sequence of work.

(c) Access limited. The contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 SAFETY

H.10.1 652.236-70 ACCIDENT PREVENTION (APR 2004)

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

(1) Provide appropriate safety barricades, signs and signal lights;

(2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,

(3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.

(4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:

(i) Scaffolding;

(ii) Work at heights above two (2) meters;

(iii) Trenching or other excavation greater than one (1) meter in depth;

(iv) Earth moving equipment;

(v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

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

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

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

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

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

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

H.11 SUBCONTRACTORS AND SUPPLIERS

H.11.1 CLAIMS AND ENCUMBRANCES

The contractor shall satisfy all lawful claims of any persons or entities employed by the contractor, including:

- (a) subcontractors,
- (b) material men and laborers,

for all labor performed and materials furnished under this contract, including the applicable warranty or correction period.

The contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s) or the premises as a result of nonperformance of any part of this contract.

H.11.2 APPROVAL OF SUBCONTRACTORS

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

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

H.12 CONTRACTOR PERSONNEL

H.12.1 REMOVAL OF PERSONNEL

The contractor shall:

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

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

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

H.12.2 MAINTENANCE PERSONNEL SECURITY

After award of the contract, the contractor has ten (10) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct security checks. It is anticipated that security checks will take 30 days to perform. For each individual the list shall include:

- (a) Full Name
- (b) Place and Date of Birth
- (c) Current Address
- (d) Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

H.13 MATERIALS AND EQUIPMENT

H.13.1 SELECTION AND APPROVAL OF MATERIALS

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

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

- (1) The names of the manufacturer;
- (2) Model number;

(3) Source of procurement of each such product, material or equipment; and

(4) Other pertinent information concerning the:

- (i) Nature,
- (ii) Appearance,
- (iii) Dimensions,
- (iv) Performance,
- (v) Capacity, and
- (vi) Rating

unless otherwise required by the Contracting Officer.

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

H.13.2 CUSTODY OF MATERIALS

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

H.14 SURPLUS MATERIALS

Any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the contractor, except those items furnished by the Government, whose cost is not included in the contract price.

H.15 SPECIAL WARRANTIES

H.15.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the terms of FAR 52.246-21, "Warranty of Construction," unless they conflict with the terms of such special warranties.

H.15.2 WARRANTY INFORMATION

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

H.16 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

The Contracting Officer shall have the right to order the contractor to suspend any or all work under the contract until the contractor has complied or begun complying with the noncompliance notice in a reasonable period of time. The contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause. See FAR 52.252-14, Suspension of Work.

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 Department of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (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 (Alternate I MAR 2001)	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	SEPT 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 PROPOSED FOR DEBARMENT	DEC 2010
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	

52.215-21	DATA – MODIFICATIONS REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT 2010 OCT 2010
52.216-7	ALLOWABLE COST AND PAYMENT ALTERNATE I	JUN 2011 JUN 2011
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	AUG 2010
52.222-50	COMBATING 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	JUN 2008
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
52.228-11	PLEDGES OF ASSETS	SEP 2009
52.228-13	ALTERNATIVE PAYMENT PROTECTION	JUL 2000
52.228-14	IRREVOCABLE LETTERS OF CREDIT	DEC 1999
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	APR 1984
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (applicable to individual task orders)	SEP 2002
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-17	INTEREST	OCT 2008
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRA (applicable to individual task orders)	CT 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
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984

52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE -- ALTERNATE II	AUG 1987 APR 1984
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES JUNE 2007	
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
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
52.249-14	EXCUSABLE DELAY	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which-

- (i) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

- (A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.216-18 ORDERING (OCT 1995)

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

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

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

I.4 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than Rs.100,000, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The contractor is not obligated to honor--

(1) Any order for a single item in excess of 5,000,000;

(2) Any order for a combination of items in excess of 5,000,000; or

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

(4) If more than one contractor has received an award, the following procedures shall govern regarding issuance of individual task orders. The Contractor shall provide no rooms without an order issued by the Contracting Officer.

- (1) The Government will develop a price estimate. If the estimate does not exceed US\$3000, the Government will follow the procedures in paragraph (2) below. If the estimate exceeds US\$3000, the Government will follow the procedures in paragraph (3) below.
- (2) Orders not exceeding US\$3000 - The Government will select a contractor for issuance of the order on a rotating basis. This decision will be based on the Government's best interests, which may include factors such as price, past performance, and unique qualifications which meet the level of quality required.
- (3) Orders exceeding US\$3000 - Unless one of the exceptions in paragraph (4) below applies, the Government will:
 - (a) Make its award based on comparisons of price, past performance, and unique qualifications which meet the level of quality required to meet the Government's security and logistical requirements. Award will be made to the lowest priced, technically acceptable hotel.
 - (b) Regardless of whether the procedures in paragraph (1) or (2) above were followed, selection of contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the contract. However, the Department of State does have an Acquisition Ombudsman who will review complaints by contractors to ensure that all contractors are afforded a fair opportunity to be considered for these task orders, pursuant to the procedures for award of task orders established herein.
- (4) Exceptions to the procedures in paragraph (3) above:
 - (i) The agency need for the required services is of such urgency that providing such competitive opportunity would result in unacceptable delays;
 - (ii) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all

awardees were given a fair opportunity to be considered for the original order; or

(iii) It is necessary to place an order to satisfy a minimum guarantee.

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

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5. 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999): "Reserved"

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.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

“Reserved”.

I.8 RESERVED

I.9 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)

“Reserved”

I.10 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.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.11 652.204-70 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)

I.12 652.243-70 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.

I.13 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

I.14 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

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

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

I.15 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

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

Date	Day	Event
1	(A) January 01, 2015	Thursday New Year's Day
2	(A) January 19, 2015	Monday Birthday of Martin Luther King Jr.
3	(A) February 16, 2015	Monday President's Day
4	(N) March 05, 2015	Thursday Holi Purnima
5	(N) April 14, 2015	Tuesday Nepali New Year
6	(N) May 4, 2015	Monday Buddha Jayanti

7	(A)	May 25, 2015	Monday	Memorial Day
8	(N)	May 29, 2015	Friday	Ganatantra Diwas
9	(A)	July 3, 2015	Friday	Independence Day
10	(A)	September 7, 2015	Monday	Labor Day
11	(A)	October 12, 2015	Monday	Columbus Day
12	(N)	October 13, 2015	Tuesday	Ghatasthapana (Dashain)
13	(N)	October 21, 2015	Wednesday	Astami (Dashain)
14	(N)	October 22, 2015	Thursday	Nawami (Dashain)
15	(N)	October 23, 2015	Friday	Dashami (Dashain)
16	(A)	November 11, 2015	Wednesday	Veterans Day
17	(N)	November 12, 2015	Thursday	Gobhardan Puja (Tihar)
18	(N)	November 13, 2015	Friday	Bhai Tika (Tihar)
19	(A)	November 26, 2015	Thursday	Thanksgiving Day
20	(A)	December 25, 2015	Friday	Christmas Day

Note: (A) = American Holiday
(N) = Nepali Holiday

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.

I.16 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized

(5) under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(6) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(7) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with

requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

I.17 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (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.18 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)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- Exhibit 1 - Statement of Work (SOW)
- Exhibit 2 - Task Order Form
- Exhibit 3 - Sample Bank Letter of Guaranty
- Exhibit 4 - Breakdown of Proposal Price by Division and Specification

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

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

(a) The offeror certifies that -

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

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

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

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

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 98)

(a) Definitions

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

Sole Proprietorship;

Partnership:

Corporate Entity (not tax exempt);

Corporate Entity (tax exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common Parent.

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

Name and TIN of common parent;

Name _____

TIN _____

(End of provision)

[Note to Contracting Officer: If you include FAR 52.204-7 in the solicitation, delete FAR 52.204-6]

K.4 52.204-8 Annual Representations and Certifications. (Feb 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 23322

(2) The small business size standard is \$5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

(i) Paragraph (d) applies.

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

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

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

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

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

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

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

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the

contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

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

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

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

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

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

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

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

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

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

__ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

__ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vi) [52.227-6](#), Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. 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.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

(2) *Examples.*

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is

entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it

is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.6 52.225-18 Place of Manufacture (Sept 2006)

(a) Definitions. As used in this clause—

“ 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.

(b) 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.7 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name:

Address:

Telephone Number:

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

(a) Definitions. As used in this provision:

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

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

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

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

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

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

K. 10 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification (AUG 2009): “Reserved”

K.11. Section K 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation. (May 2011): **“Reserved”**

K.12. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)

“Reserved:

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 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:

<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 an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

<http://www.statebuy.state.gov/>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

REFERENCE	TITLE	DATE
52.204-6	CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS— COMPETITIVE ACQUISITION	JAN 2004
52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTION	OCT 1997

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

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 American Embassy Kathmandu, Maharajgunj, Kathmandu.

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

L.3 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

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

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

L.4 SUBMISSION OF OFFERS

L.4.1 GENERAL

This solicitation is for the performance of the construction services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments and Exhibits that are a part of this solicitation.

L.4.2 SUMMARY OF INSTRUCTIONS

Each offer must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
---------------	--------------	-----------------------

- | | | |
|---|---|---------|
| 1 | <u>Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.</u> | ___1___ |
| 2 | Price Proposal and completed Section B - <u>SUPPLIES OR SERVICES AND PRICES/COSTS</u> . The price proposal shall include a completed Section J, Exhibit 9, " <u>BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS.</u> " | _1_____ |
| 3 | Business Management/Technical Proposal. | _1_____ |

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 1442).

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

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

L.4.3 DETAILED INSTRUCTIONS

L.4.3.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

L.4.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. All applicable portions of this form shall be completed in each relevant category (such as labor, materials, etc.).

L.4.3.3 Volume III: Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a bar chart indicating when the various portions of the work will be started and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned start and completion date.

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

Proposed Work Information - Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

(2) The name and address of the Offeror's field superintendent for this project; and

(3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

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

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

(2) Contract number and type;

(3) Date of the contract award place(s) of performance, and completion dates;

(4) Contract dollar value;

(5) Brief description of the work, including responsibilities;

(6) Comparability to the work under this solicitation;

(7) Brief discussion of any major technical problems and their resolution;

(8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);

(9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;

(10) Percent turnover of contract key technical personnel per year; and

(11) Any terminations (partial or complete) and the reason (convenience or default).

(12) Environmental Preferability Submission, describing how the offeror will ensure the use of environmentally friendly products and materials in the performance of the contract. The offeror must list all chemical cleaning products and non-chemical products that will be used.]

(13) Following submittal specific to this IBOR contractor must be submitted by vendor during submission of proposal:

- a. Technical specification for lead free egg shell white paint. At minimum contractor must prove that the offered paint is Lead free.
- b. Technical specification of enamel paint to be used in this contract.
- c. Working schedule to complete all works specified above in 15 working days including number of personnel contractor will dedicate for one residence.
- d. Contractor's ability to manage simultaneous IBOR i.e how many houses a contractor can work by managing more personnel.
- e. Bio Data for at least 3 key supervisor who will lead this project in multiple houses with their experience in paint projects.
- f. Working methodology and his/his expectation from US Embassy before start of any IBOR project.

L.5 52.236-27 SITE VISIT (FEB 1995)

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

(b) An organized site visit has been schedule for **June 30,2015 from 1:30 to 16:00 at Chancery**

(c) Participants will meet at American Embassy Chancery before moving to the residence.

L.6 PREPROPOSAL CONFERENCE

A pre-proposal conference to discuss the requirements of this solicitation will be held on _____ at residence time at _____ pm. Offerors are urged to submit written questions using the address provided on the solicitation cover page of this solicitation. Attendees should bring written questions to the conference as well. As time permits and after the Embassy discusses the solicitation and written questions are answered, oral questions may be taken.

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.

(End of Clause)

L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be:

_____.

L.9 FINANCIAL STATEMENT

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

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

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

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

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

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

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

M.1.2. BASIS FOR AWARD

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

(a) Initial Evaluation

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

(b) Technical Acceptability

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

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

- (1) Adequate financial resources or the ability to obtain them;
- (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) Satisfactory record of integrity and business ethics;
- (4) Necessary organization, experience, and skills or the ability to obtain them;

(5) Necessary equipment and facilities or the ability to obtain them; and

(6) Otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with 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 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

M.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B of this solicitation.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.5 FAR 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.



Exhibit-1

FACILITY MANAGEMENT OFFICE

SCOPE OF WORK

DATE: June 15, 2015

PROJECT: Standard In Between Occupant Repair (IBOR) for Embassy Housing

LOCATION: Short Term Leased (STL) residences spread across Kathmandu City

The Embassy of The United States, Maharajgunj, Kathmandu, Nepal, requests a proposal for the project as described below.

PROJECT DESCRIPTION: Standard IBOR for STL Residences.

Point of Contact (POC) for this contract will be Contractor office Represent (COR) Mr. Saroj Shrestha (98010-30325).

Background:

US Embassy in Kathmandu has 80 plus leased residences which requires interior painting/flooring works, exterior cleaning works once every two year when occupants of leased residences changes. The intent of this contract is to get service from professional painting contractor to complete the work outlined below in 15 working days or less that includes all supply of ALL material, labor and supervision needed to complete the job. Contractors are requested to furnish 3 different quotes for 3 category of houses outlined below:

Category 1 Residence with net area up to 220 Gross Square Meter

Category 2 Residence with net gross area in between 220-300 Square Meter

Category 3 Residence with net gross area above 300 Square Meter

There will be at least 5-7 houses during same period of time when simultaneous IBOR will be ongoing and hence US Embassy will decide which contractor to award different houses based on his/her work schedule and documents requested Line Item # 3 of this contract.

1. INTERIOR PAINTING

- a. All surfaces in the interior of the residence, including walls, ceilings, fixed wooden cabinets, staircases, and exposed conduits/pipes shall be repainted using paint specified below. Contractor will provide for a minimum of one coat of new paint however depending on finish after first coat more coat of paint may be needed to get consistent matching color which will be verified and approved by COR. Emphasis is on one coat of paint as Embassy will be doing interior painting every two year.
- b. All surfaces shall be properly prepared before painting, including the following:
 - i. All loose paint, plaster, dirt, grease or other substance that may prevent paint from adhering properly shall be removed.
 - ii. Paint from previous work in glass, door hinges, curtain rods, electrical fixtures, door frame etc. to be removed before this painting.
 - iii. All fixtures, appliances, locks, hinges, wooden trim should be covered by paper tape to prevent unwanted paint.
 - iv. All nails, fixed cupboards should be removed before actual painting.
 - v. All holes and imperfections in the walls and ceilings shall be patched with putty and smoothed to give the surface an even appearance when painted.
- c. All finished painted surfaces shall be of a single solid color with no bubbling, spotting, or bare areas. The undercoat(s) shall not be visible in any location.
- d. The floors in the pantry and utility/washing rooms shall be painted grey, or as per the visit request.
- e. All ceilings shall be painted egg shell white.
- f. All walls shall be painted egg shell white.
- g. All window grills/bars and other miscellaneous trim shall be repainted in the existing color. This includes ALL painting jobs that can be done from interior of residence to window frame, screen windows, security grilles and interior of main windows.
- h. The gaps of all shapes and sizes in ALL wooden parquet floors and staircases need to be filled by mixture of chalk powder, adhesive glue, and proper color stain as part of surface preparation. Before floor painting, wooden parquet surface should be sanded for smooth and levelled surface. It shall be painted with “chapra polish” and then varnished by medium gloss varnished. Wood finishes shall be touched up as needed to ensure the surface has a uniform color.
 - i. All marble floors shall be cleaned to a high shine.
 - j. The Contractor should also incorporate weather stripping work in all the doors which have gaps or as directed by COR.
- k. Contractors will have to furnish 5 liters of wall and floor paints after the completion of the work.

1. Contractor will be asked to do minor touch up after completion of his work but before new occupant's arrival. COR/GTM will inform the contractor at least 3 day prior to this final touch up work.

2. EXTERIOR CLEANING & PAINTING WORKS

- i. All individual balconies, covers patios inside the residence should be cleaned with metal brush and soap water.
- ii. Contractor shall clean the entire roofs, and roof drainage system; for debris and bird excrements including overgrown bushes if any.
- iii. The entire rain water gutter in the ground level along the perimeter of the house shall be cleaned. This includes all open trenches and visible manholes in external areas of residences.
- iv. All the paved areas (except the garden/lawn) should be cleaned by contractor before handover of the job. This includes all concrete area, pathways external to main building.
- v. Contractor shall remove all sediment, debris, and organic material from all overhead and underground water tanks. This has to be verified by COR/GTM. These tanks should be dry before final cleaning and should include at least 2 flushing. Each residence has 10-12000 thousands liters underground masonry tank and two 1000 liters PVC overhead tanks.
- vi. Contractor will sand/fill and prepare surface for wooden main entrance door of the building with final polishing/painting works.
- vii. Contractor has to paint interior of outhouses that includes guard room, utility room and servant quarters.

3. SUBMITTAL FROM CONTRACTOR DURING BIDDING PROCESS

- g. Technical specification for lead free egg shell white paint. At minimum contractor must prove that the offered paint is Lead free.
- h. Technical specification of enamel paint to be used in this contract.
- i. Working schedule to complete all works specified above in 15 working days including number of personnel contractor will dedicate for one residence.
- j. Contractor's ability to manage simultaneous IBOR i.e how many houses a contractor can work by managing more personnel.
- k. Bio Data for at least 3 key supervisor who will lead this project in multiple houses with their experience in paint projects.
- l. Working methodology and his/his expectation from US Embassy before start of any IBOR project.

4. PROJECT SCHEDULE

- a. Contractor shall verify all measurements, surface areas, and material specifications prior to providing a proposed work schedule and time line to Embassy for approval. Work schedule should not be more than 15 working days in a single house.
- b. Work hours will be from 08:00 to 17:00 Monday through Friday and it may be require weekend/holiday work from 0700 to 1900 hours to complete the work which will directed by COR. All requests to do work outside of normal working hours must be approved in advance by the Embassy and shall be detailed in the Contractor's proposal.
- c. The project shall be completed within 15 working days of the scheduled start date. The start date will be determined by the Embassy and communicated to the Contractor a minimum of 5 working days before work is scheduled to begin.

5. MILESTONES

The following points of the project must be approved prior to the contractor proceeding to the next phase of work:

- a. Approval of Contractor Work Schedule for 3 sizes of house
- b. Approval of Contractor Work Phase Plan
- c. Contractor Material Submittals for painting materials and weather strips.
- d. Approval of Submitted Materials
- e. Site Inspection & Work Progress/Completion

6. PRICING FORMAT & SELECTION OF CONTRACTOR

- a. This is firm fixed price contract for each 3 category of houses. There won't be change in price based on actual quantity of work for each residence.
- b. US Embassy can award contract to selected vendor based on work schedule assigned to multiple contractors for IBOR that needs to take place during particular time period.

7. QUALITY CONTROL

- a. A Contractor field supervisor that has a working knowledge of written and spoken English must be present at all times.
- b. Contractor is responsible to coordinate with all other tradesman involved to ensure that there is no duplication of effort.
- c. The COR or the Government Technical Monitor (GTM) will ensure the material is not damaged prior to or during installation and that standard industry practices, as defined by local Building Codes, are followed at all times.
- d. Contractor will provide finished surface protection.
- e. A final inspection will be held with the COR and the site supervisor to inspect for quality of completed phase construction.

8. SAFETY

The contractor shall assume all responsibility and liability for any personal injuries, deaths, and/or property damage or losses suffered due to faulty equipment or negligence of the contractor's personnel. The contractor's assumption of absolute liability is independent of any insurance policies.

- a. The COR or GTM will ensure that all equipment used during the project is in safe operating condition.
- b. All personnel on the job site shall have the appropriate job safety equipment and Personal Protective Equipment (PPE), including safety harnesses if working on the roof. PPE includes Hard Hats, Safety Glasses, Ear Plugs, Gloves, Safety Shoes, Dust Masks and any protective clothing.
- c. The COR and on-site escort reserves the right to stop the work if any unsafe contractor conditions are observed or encountered.
- d. All electrical equipment such as drills, saws, and electrical extension cords must be properly grounded and be free from any defect in the insulation cover
- e. All ladders, scaffolding and safety harnesses will be in good condition and used in a proper manner. Safety belts should be worn at all times while working above 6 feet high from the ground and on the scaffolding.
- f. **Safety while working on rooftop of Embassy Leased Residence**
 - Personnel working on a roof, without any railing or fall protection, must wear a safety belt/full body harness along with a lanyard.
 - Personnel working at a height of 6 feet or more must also wear fall protective gear.
 - Lanyard should be secured to an anchorage point that can support a person. If proper anchorage point is not available then contractor should securely install such anchors on the roof/masonry wall that can provide adequate support. Single anchor should be used for single person- not for multiple personnel.
 - Terrace railings should never be used as anchorage point as they are not built for this purpose.
 - Ropes with proper connecting devices can be used with lanyard to reach large distances on the roof. Ropes should be strong enough to withstand a person. Single rope should be used for single person only.
 - Safety belts, lanyards and ropes should be inspected before each use for cuts and damages. Damaged equipment must be removed from site and must be replaced.
 - Embassy staff will provide training on wearing and using fall protection devices before project starts.
 - Personnel working on roof without proper safety equipment will be removed from site.

- Contractor must provide all fall protection safety equipment to their employees and replace the equipment when necessary.
- Safety equipment should never be painted, and should be well maintained.
- Take proper care not to let sharp objects cut the lanyard or ropes.
- Contractor should submit a written emergency plan to rescue a person suspended on a safety belt.

g. Safety while working inside water tanks

- Possible Hazards: Oxygen deficiency from rusting metal, decay of organic matter, poor ventilation; engulfment by water, electrocution.
- Contractor must have following materials before working inside the water tank:
 - Ladder
 - Flash light
 - PPE: rubber gloves, rain boots,
 - Cleaning materials
 - Sump Pump
 - Portable blower
- Use ventilation equipment, like portable blower, before entry into water tank. Ventilate for at least 1 hour before entry and continue ventilation during entry.
- Use ladder to enter/exit the water tank.
- Contractor must wear rain boots while entering the tank. Bare foot is not allowed.
- Sump pump should always be connected to power outlet with 30mA GFCI/ELCB to prevent any electrocution to workers inside the tank.
- All electrical devices must have ground cables installed.
- There should be an attendant present outside the tank while cleaning work is ongoing.
- Contractor should submit a written emergency plan to rescue a person trapped inside a water tank.

9. SECURITY

- a. While on Embassy owned or leased property, all personnel must be escorted at all times. Any personnel found unescorted will be removed from the project immediately.
- b. After award of contract, contractor has to submit Biographic Information forms for each of his/her worker within 10 working days after signing of contract.

Exhibit 2
Sample Task Order Form

Task Order # _____

Approval: _____

Page 1 of _____

Requestor: _____

Telephone #: _____

Priority _____

Property # _____
or address _____

Equipment: _____

Requested Date: _____
Due: _____

Unit: _____

Shop: _____

Task #	Description	Check
1.	General Requirements/ Mobilization	
2.	Site Work	
3.	Wall Painting	
4.	Masonry	
5.	Carpentry	
6.	Wooden Floor, main entrance door and staircase painting	
7.	Roof, balconies, patio, driveway, concrete/paved area and water tanks Cleaning	
8.	Site Cleaning at the end of project:	

Approved: _____ Reviewed by: _____ Printed by: _____

Customer Signature : _____

Comments: _____

Worker's Name _____

Worker's ID: _____

Worker's Signature: _____

Completion Date: _____

Exhibit 3

SAMPLE LETTER OF BANK GUARANTY

Place []
Date []

Contracting Officer
U.S. Embassy, Kathmandu
Maharajgunj, Kathmandu

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of 20% of total contract amount, which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for House Make Ready services at Embassy owned residences in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date].

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [Name]
Address: _____ Location: _____
Representative(s): _____ State of Inc.: _____
_____ Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

Exhibit 4

UNITED STATES DEPARTMENT OF STATE
 BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) DIVISION/DESCRIPTION	(2) LABOR	(3) MATERIALS	(4) OVERHEAD	(5) PROFIT	(6) TOTAL
1. General Requirements/ Mobilization					
2. Site Work					
3. Wall Painting					
4. Wooden Floor, main entrance door and staircase painting					
5. Masonry					
6. Carpentry					
7. Roof, balconies, patio, driveway, concrete/paved area and water tanks Cleaning					
8. Site Cleaning at the end of project:					
TOTAL:					

PROPOSAL PRICE TOTAL: NRs.

Offeror:

Date