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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449  
RFQ NUMBER *SNP 400-16-R-2734*  
PRICES BLOCK 23

1.0 GENERAL

The purpose of this procurement is for Supply and installs two each of 3 ton ceiling cassette air-conditioners at ACP Phora.

1.1. DESCRIPTION

Embassy of The United States of America, Maharajgunj, Kathmandu, Nepal requests a proposal for Supply and installs two each of 3 ton ceiling cassette air-conditioners at ACP Phora. Details:

- A. Power Supply: Single phase, DC Inverter, 240V, 50HZ, Ceiling Cassette
- B. Cooling Capacity: 3TR (36,000 BTU)
- C. Sound level: low noise/ not more than 45dba
- D. Refrigerant type: Environmental friendly
- E. Drainage system: Drain pump system required (not the gravity flow system)

2.0 PRICING

The Contractor shall furnish all necessary materials, supplies and accessories, labor, transportation, equipment, investigation and supervision. All work will be performed within in firm fixed-price contract and within the time specified. This price shall include all labor, materials, overhead and profit.

| Number | Description of Service   | Unit Price | Quantity | Total |
|--------|--|------------|----------|-------|
| 1.     | Supply and installs two each of 3 Ton ceiling Cassette air-conditioners At ACP Phora | 2          | Each     |       |
|        | Add applicable Tax (if applies)  |            |          | _____ |
|        | Total:   |            |          | _____ |

### 3. GENERAL REQUIREMENT

The project is described as “Supply and install two each of 3 ton ceiling cassette air-conditioners”. The Contractor shall furnish all necessary materials, supplies and accessories, labor, transportation, equipment, investigation and supervision. All work will be performed within in firm fixed-price contract.

#### **I-BACKGROUND**

Existing one air-conditioner is not repairable and other one is old so it should be changed.

#### **II.SOLUTION**

Replace both air- conditioners.

#### **III. GENERAL CONDITIONS**

CO: Contracting Officer

COR: Contracting Officer’s Representative

FM: Facility Manager

RSO: Regional Security Officer

POSHO: Post Occupational Safety and Health Officer

APOSHO: Assistant Post Occupational Safety and Health Officer

##### **1. COR:**

A Contracting Officer’s Representative (COR) will be assigned to ensure quality assurance goals are met.

##### **2. Fixed-Price Proposal:**

The Contractor shall provide one fixed-priced Proposal for the complete Project that includes every aspect of the Work.

##### **3. Execution:**

The Work shall be executed in a diligent and workmanlike manner in accordance with the negotiated fixed-price, this Scope of Work, the Project Schedule.

When pursuing the work, the contractor is to take extra care as not to damage existing structures. The Contractor is responsible for preventing any damage to surrounding properties arising from the Contractors performance of the work.

Contractor shall be responsible for repairing any damage to adjacent properties as a result of its activities on the Project Site. If the damage is not repairable, the cost will be calculated by the Facility Manager and deducted from the payment of the final invoice.

##### **4. Work Hours:**

The contractor shall work 5 days a week between the hours of 8:00 Am and 5:00 PM.

If any aspect of this work is deemed by the COR, the FM, the RSO or the POSHO/APOSHO to be interruptive of normal embassy operations, the Embassy security or safety, the contractor shall be required to perform that portion of the work on Saturdays and Sundays.

## 5. Safety:

The Contractor shall be responsible for conducting the work in a manner that ensures the safety of employees and visitors at the US Embassy, and the Contractor's employees.

The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with this project. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards. At a minimum PPE shall consist of safety glasses for eye protection, hard hats, and safety shoes. Sandals or athletic shoes are not acceptable. PPE such as gloves, dust masks, ear plugs are recommended. These items must be provided at the Contractor's expense.

Workers may use discretion if they feel unsafe in using the equipment in a hostile environment.

Any worker at an elevated location above 1.8 meters, with the exception of a portable ladder, must be provided and utilize a safety harness. These items must be in good condition and free from cuts and damages.

Scaffoldings should be provided by Contractors for working at heights where ladder use is unsafe. Fall harness should also be provided. Drums cannot be used as a substitution for ladder and scaffoldings.

The contractor must document in the bid for work how the hazard controls will be implemented and maintained during the project.

The Contractor shall prepare and implement an Activity Hazard Analysis (AHA) prior to the start of work.

The Contractor must have a competent person on-site for inspection of equipment, training workers in the safe use of equipment and the recognition of hazards related to their use, supervision, and identifying and correcting unsafe work practices for high hazard work.

All contractor personnel shall wear hard hats, safety glasses, ear-plugs, gloves, close-toe safety shoes and any other Personal Protection Equipment deemed necessary by the Facility Manager.

Contractor shall be responsible for any mishaps, injuries or accidents which occur during the project. Any mishaps and near misses involving contractor's employees must be reported to the COR and FM/POSHO within 24 hours.

Welders must have proper PPE: welding goggles/mask, leather gloves, apron or welding jacket that is fire rated. Dedicated Fire Extinguisher should be on the vicinity of work site. Fire Curtain should be used not to expose welding sparks to others.

All electrical equipment such as drilling machine, welding machine, portable grinder, power strips and electrical extension cords must be in good working condition, properly grounded and be free from any cuts/defect on the insulation cover. Three pin plugs should be used instead of live wire while plugging on the power outlets.

Use wooden or fiber ladders, instead of metal ladders, while working on electricity.

Contractor employee should attend mandatory safety briefing and training provided by the US Embassy Safety team before starting the project.

The COR or GTM reserves the right to stop the work if any unsafe contractor conditions are observed or encountered. Embassy Escort may temporary stop the work for any unsafe action.

#### Safety Training:

1. Provide specific training to supervisory personnel and all craft workers of the Contractor and subcontractors in proper use and care of specific personal protective gear, equipment, and clothing.
2. Contractor and subcontractor employees shall be trained and supervised by qualified persons to perform, safely and confidently, recognized hazardous work operations and work performed with hazardous conditions to which they have been assigned.

If more than 99 and less than 300 persons are employed (greatest number being the total number of employees on a shift), establish and equip, as directed by a licensed physician, a first aid station staffed full time with a professional nurse trained in emergency response. If medical clinics or hospitals are accessible within five minutes of the project site, the facilities may be approved by a licensed physician for use, in lieu of a first aid station.

#### 6. DOSAR Accident Prevention clause:

##### 652.236-70 Accident Prevention

##### 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 subcontractor's compliance with this clause.

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

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

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

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

(End of clause)

## 7. Workforce:

The contractor shall provide all supervision, skilled and unskilled labor needed to perform the work.

The Contractor shall be responsible for total integration of effort and control of the works. The Contractor shall be responsible for planning, monitoring, coordinating, and controlling the works.

The Contractor shall provide a Project Superintendent with a minimum of 5 years professional employment record of demonstrated performance in comparable work. Project Superintendent shall have experience in all aspects of work execution.

The contractor shall provide Foremen and other supplemental staff as necessary to perform the work within the timelines and quality standards specified. Staff shall demonstrate knowledge, skill, and experience with the construction methods, techniques, and standards required by the contract.

#### 8. Subcontractors:

Contractor shall be responsible for the conduct and workmanship of Subcontractors engaged in the Project, and for Subcontractors compliance with the terms of this Statement of Work. The Contractor is responsible for the behavior and workmanship of Subcontractors while on US Government property.

#### 9. Modification to Contract:

The Contractor shall not incur any costs beyond those described in this SOW unless directed otherwise in writing by the Contracting Officer.

Any work performed by the Contractor beyond this SOW without written direction from the Contracting Officer will be at the Contractor's own risk and at no cost to the Embassy.

#### 10. Stop Work:

At any time during the Project, the Contracting Officer (CO) reserves the right to Stop Work for protection of employees or visitors, security, or any other reason at his/her discretion.

#### 11. General Submittals:

The contractor is responsible to submit a hazard control measure plan for the work.

The contractor is also responsible to submit a detailed construction schedule indicating when the various portions of the work will be commenced and completed within the required schedule in the form of a bar chart. This bar chart shall be in sufficient detail to include all significant milestones.

The contractor shall provide the detailed qualification of all the key personnel.

#### 12. Close-out:

Prior to final acceptance, the COR will conduct a QA/QC inspection to check compliance with the SOW.

#### 13. Housekeeping:

The contractor is responsible to clean up daily. The contractor is responsible to dispose of all dirt, concrete, stone and construction debris outside of the property before the close of business each day. Any dirt, concrete, stone and other construction debris may not be piled on the ground. Immediately upon removal, it must be loaded into a truck and disposed of immediately once the vehicle is full. At the end of the day even partially loaded trucks must be removed from the US Embassy compound and the contents disposed of properly at authorized dump sites.

The Contractor shall coordinate and supervise the protection, cleaning, and maintenance work at the Project Site during receipt, handling, storage, installation, curing, and similar stages of construction execution to affect minimum exposure to hazards by personnel and minimum deterioration to the Embassy compound.

Where and when applicable, implement a suitable program for dust control in and around the Project Site, designed to reduce dust generation/ distribution to reasonable level.

#### 14. Notification to proceed:

The contractor shall start the work within 10 days of Notice to Proceed. However, prior to the commencement of any work, the contractor and the COR shall locate electric utilities or other lines which may be present.

#### 15. Point of Contact:

The COR shall be the main point of contact for this Project. The Contractor shall report to the COR on (a) status of the Project, (b) changes in Schedule, (c) accidents and safety issues, (d) disruptions to the property accessibility; and all other important information pertaining to the Project

#### 16. Contractor's Representative:

The Contractor shall provide a representative on-site during all working hours with the authority to make all decisions on behalf of the Contractor and subcontractors.

#### 17. Site Security:

The contractor shall comply with US Embassy security policy.

The contractor shall prepare list of all the names of personnel working for the contractor and any subcontractors, with national ID numbers and submit the list to the Facility Manager for vetting of employees by the RSO at least 30 days prior to commencement of work.

The contractor shall also provide a list of all equipment, listing the manufacturer, model, serial number of all equipment to be used on this project at least 30 days prior to the commencement of any work. Any vehicles utilized by the contractor are also considered equipment. The contractor must provide make, year, model number and license plate number. All vehicles will be inspected prior to entering and prior to leaving the premises.

The COR will assign a holding area for the equipment. Equipment, other than vehicles, should remain on site for the duration of the project to avoid having to have a security screening of it each time it enters the compound.

Any vehicle that is leaking oil will be immediately removed from the US Embassy compound.

The contractor must notify the COR in writing at least 24 hours in advance of the pending removal of any contractor owned equipment.

The contractor is 100% responsible for securing their working materials and equipment. Any damage to facilities or infrastructure, which happens due to a lack of security, will be the responsibility of the Contractor to correct at no cost to the U.S. Government.

## 18. Coordination meetings:

Pre-Construction Conference: The COR shall conduct an initial construction conference on or near the date of Notification to proceed. Agenda items shall include a review of the general plans, conditions, procedures, and requirements as shall be necessary for the effective scheduling and prosecution of the construction work. Further, all parties shall review security and material delivery requirements, personnel assigned, and contract communication procedures as have been established for the Project. This meeting shall be scheduled and conducted at the place agreed to by the COR and the Contractor.

Construction Coordination Meetings: The Contractor and COR will hold construction coordination meetings to discuss schedule and status of outstanding issues. All parties shall seek the expeditious resolution of issues before they become problems. Progress of the work shall be reviewed. Contractor shall revise, balance, and submit an updated project execution. This review shall be based upon a subset report of the Project Execution Schedule in which all project execution activities have been entered. This review shall include:

- Status of continuing activities.
- New activity starts since last meeting.
- Activity planned completion dates.
- Activity interruptions.
- Activity completions.

Activity interruptions should include the reason for the interruption.

An activity will be considered complete only when it has been approved by the COR.

## 19. Defects in Work:

Where the Contractor's QC procedures, or those undertaken by or for the USG, disclose patent or latent defects in the works, the Contractor shall provide corrective actions. The contractor shall seek to repair, restore, reconstruct, replace, or otherwise correct defects in the works to comply with Contract Document requirements and criteria. The corrective action shall be acceptable to the COR.

Provide re-inspection or re-testing of corrected work, repeat until compliance is achieved.

Neither the required quality control procedure, nor detection of defects, nor correction of defects, nor the re-inspection or re-testing of corrected work, provides a basis for Contractor's claim for Contract Modification/Additional Compensation, or request for extension of Contract Time.

## 20. Delays:

Delays that are found to be caused by the Contractor's actions or inactions shall not be a cause for a time extension to the contract completion date.

If the Contractor's execution of the works falls behind the accepted Project Execution Schedule, the Contractor shall take any and all steps necessary within the agreed work period parameters to improve progress. These attempts at recovery shall incur no additional cost to the USG. The Contractor shall execute the works diligently and shall seek to complete all works at or before the agreed upon contract completion date.

## **4. SCOPE OF WORK**

### 1. Site Organization:

- A. The contractor shall have at least one safety monitor / traffic flagman to keep pedestrians out of the work area.
- B. Install new barricades to delineate the project area.
- C. Provide adequate temporary security and protective fencing.

### 2. Work execution:

- A. Coordinate all phases and aspects of the works carefully to achieve intended results, including best overall visual effect. Remove and replace workmanship and/or material that are found to be not in compliance.
- B. In all aspects of the work, fully comply with construction safety and occupational health requirements.
- C. Explosive Actuated Tools are not permitted.
- D. Install each element of project only during weather conditions that will contribute to successful workmanship and allow for proper curing, protection, and concealment.
- E. The Contractor shall schedule and perform Quality Control services during the work progress.
- F. Upon completion of the work, return all disturbed area (to include lawn) to original conditions.

### 3. Demolition:

- A. Remove/dismantle the existing air-conditioners.
- B. Detailed working schedule
- C. Contractor shall furnish all tools, materials and labor to perform and complete work.
- D. Contractor is required to keep work site neat and presentable condition at all times and, at his own cost.
- E. Contractor must visit the site personally, and prepare technical specifications for different type of materials.
- F. Contractor shall verify all measurements, surface areas, and material prior to providing a proposed work schedule and time line to Embassy for approval.
- G. Contractor shall be responsible for removal and disposal of all debris.

### 4. Construction:

Replace two each of 3 ton ceiling cassette air-conditioners with new pipe, drain pipe, electrical cables, insulation and required accessories.

- A. Power Supply :Single phase, DC Inverter, 240V, 50HZ , Ceiling Cassette
- B. Cooling Capacity : 3TR (36,000 BTU)
- C. Sound level : low noise/ not more than 45dba
- D. Refrigerant type : Environmental friendly
- E. Drainage system: Drain pump system required (not the gravity flow system).

5. CONTENT OF PROPOSAL FROM CONTRACTORS:

- a. Provide cost estimate for all labor and material supplied for Supply and installs two each of 3 ton ceiling cassette air-conditioners at ACP Phora as.
- b. Work schedule – Outlining activities that justify that entire work is completed within time frame.

6. SELECTION CRITERIA

- a. Contractors will be selected based upon their prior work experiences, cost estimates, availability of sufficient technical personnel to manage this project.

7. GENERAL SPECIFICATION OF WORKS:

Once contractor receives and accepts awarded contract, contractor will furnish following details within seven (7) days from issue of signed contract:

- a. Contractor shall furnish all tools, materials and labor to perform and complete work.
- b. Contractor is required to keep work site neat and presentable condition at all times and, at his own cost.
- c. Contractor shall be responsible for removal and disposal of all debris that might result after work.

8. MILESTONES

- a. Site Inspection & Approval by Embassy COR
- b. Approval of Contractor Work Plan
- c. Material submittals and approval

9. SAFETY

- a. The COR or APOSHO will ensure that all equipment used during the project is in safe operating condition.
- b. Contractor employee should attend four hours mandatory safety training provided by the US Embassy Safety team.
- c. Job site should be barricade with “Caution tape”.
- d. All personnel on the job site shall have the appropriate job safety equipment and Personal Protective Equipment (PPE) which includes Hard Hats, Safety Glasses, Ear Plugs, Gloves, Safety Shoes, Dust Masks, Safety Belts and any protective clothing.
- e. Safety belts should be worn at all times while working above 6 feet high from the ground.

- f. The COR or GTM reserves the right to stop the work if any unsafe contractor conditions are observed or encountered.
- g. All electrical equipment such as electrical extension cords must be properly grounded and is free from any defect in the insulation cover. Halogen lamps should also be provided by the contractor and must be grounded if it require.
- h. Contractor shall be responsible for any injuries or accidents which occur during this project.
- i. Contractor shall be responsible for any damage to building, property and ground associated near buildings.
- j. Contractor should be careful while working around existing electrical and telephone, water lines to avoid any damage or shock.
- k. Contractor shall keep the site clean and organized.

10. SECURITY

- a. A list of all personnel working on the project should be submitted to COR alongside the Biographic Information (B.I.) form for each personnel that will work at site. The sample B.I. form is attached below and should be submitted to COR within 5 working days.



Biographic Form for  
Temporary Workers.c

Our security office will take approximately 4-5 weeks for the BI forms to be processed and worker vetted only after which the work will start.

- b. While on Embassy property, all personnel must be escorted at all times. Any personnel found unescorted will be removed from the project immediately.
- c. Job site personnel will be issued a visitors badge by the Security staff and this badge must be worn at all times.

11. Reserved.

12. NOTICE TO PROCEED:

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date on which performance shall start.

13. COMPLETION DATES:

The Contractor shall complete the project **within 1 month** from the date of Notice to Proceed letter is issued.

14. ACCEPTANCE OF SCHEDULE

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

- (a) extend the completion date or obligate the U.S. Embassy, Kathmandu to do so;
- (b) constitute acceptance or approval of any delay, or;
- (c) excuse or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

15. WORKING HOURS

The Contractor shall perform all work Monday through Friday from 08:00 to 17:00 hours except for the holidays identified in Section I, DOSAR 652.237-82, “Observance of Legal Holidays and Administrative Leave. The Contracting Officer may approve other hours, if the Contractor gives at least 24 hours advance notice. Contractor initiated changes in work hours will not be a cause for a price increase.

16. SELECTION OF AWARDEE

The U.S. Embassy Kathmandu will make its award selection based on the prices in the contract and past performance and experience information gained as a result of Contractor performance under this contract.

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. The Department of State has an Acquisition Ombudsman who will receive complaints by Contractor to ensure that all Contractors are afforded a fair opportunity to be considered for these task orders under the terms of this contract.

DELIVERABLES:

| Description                  | Quantity | Delivery Date       | Deliver to          |
|------------------------------|----------|---------------------|---------------------|
| Insurance                    | 1        | 10 days after award | Contracting Officer |
| Safety Plan                  | 1        | 10 days after award | COR                 |
| List of Personnel            | 1        | 10 days after award | COR                 |
| Project Schedule of proposal | 1        | with the submission |                     |



Cumulative NRs.500,000

2. Property Damage on or off the site in Nepali Rupees or equivalent currency in Nepali Rupees
- |                |             |
|----------------|-------------|
| Per Occurrence | NRs.100,000 |
| Cumulative     | NRs.500,000 |

The foregoing 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 U.S. Embassy Kathmandu shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the U.S. Embassy Kathmandu from any and all claims arising therefrom, except in the instance of gross negligence on the part of the U.S. Embassy Kathmandu.

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.

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.

19. SAFETY – ACCIDENT PREVENTION

- A. General. The Contractor shall provide and maintain work environments and procedures that will:
- a. Site supervisor will ensure that all equipment used during the project is in safe operating condition. All personnel on the job site shall have the appropriate safety equipment & Personal Protective Equipment (PPE).
  - b. Contractor employee should attend four hours safety briefing provided by the US Embassy Safety team.
  - c. All ladders will be in good condition and used in a proper manner.
  - d. Contractor to keep site clean and organized.
  - e. Contractor to provide and install temporary railings and protect site workers from falls and injury.
  - f. The COR or GTM reserves the right to stop the work if any unsafe conditions are observed or encountered.
  - g. safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;

- h. avoid interruptions of Government operations and delays in project completion dates;
- i. control costs in the performance of this contract. For these purposes, the Contractor shall:
  - a. Provide appropriate safety barricades, signs and signal lights;
  - b. Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
  - c. Take any additional measures the Contracting Officer determines to be reasonably necessary for this purpose.

B. **Records.** The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in:

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

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

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

D. **Written Program.** Before starting the work, the Contractor shall:

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

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

20. **Construction Personnel Security**

After award of the contract, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the U.S. Embassy Kathmandu to conduct all necessary security checks. It is anticipated that security checks will take 15 days to perform. For each individual the list shall include:

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

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

21 SECURITY

- a. A list of all personnel working on the project, along with identification numbers, must be submitted to the embassy no later than 10 days prior to the beginning of actual construction.
- b. While on Embassy property, all personnel must be escorted at all times. Any personnel found unescorted will be removed from the project immediately.
- c. Job site personnel will be issued a visitors badge by the Security staff and this badge must be worn at all times.

22 MATERIALS AND EQUIPMENT: As described in Scope of Work.

23. WARRANTIES

Under FAR 52.212-4, Contract Terms and Conditions-Commercial Items, the Contractor warrants items and services provided. The Contractor shall obtain and furnish to the U.S. Embassy Kathmandu all information that is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both information and the guarantee or warranty to the U.S. Embassy Kathmandu in sufficient time to permit the U.S. Embassy Kathmandu to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

22. PAYMENT

The Contractor shall submit invoices as instructed by FAR 52.212-4(g). The Government will make full and final payment for all work completed and accepted work. **US government will not provide advance payment as well as material in site requests.**

23. VALUE ADDED TAX (VAT)

The Contractor shall show VAT as a separate charge on invoices submitted.

## SECTION 2 CONTRACT CLAUSES

### **2.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (JAN 2013)**

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

\_X\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

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

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

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

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

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

\_\_\_ (11) [Reserved]

\_\_\_ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- \_\_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- \_\_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.
- X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

- \_\_\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (Mar 2012) of 52.225-3.
- \_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.
- \_\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.
- \_\_\_ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- \_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- X (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- \_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- \_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
- \_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- \_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

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

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

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

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

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

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

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

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

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

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

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

X (XV) 52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate (APR 1984)

(End of clause)

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

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

| CLAUSE    | TITLE AND DATE  |
|-----------|---|
| 52.204-9  | Personal Identify Verification of Contractor Personnel (JAN 2011)   |
| 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)  |
| 52.232-34 | Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (MAY 1999)   |
| 52.245-2  | Government Property Installation Operation Services - where USG providing property but contractor responsible for replacement (JUNE 2007) |

The following FAR clauses are provided in full text:

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

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

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and one copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

**Financial Management Officer  
American Embassy Kathmandu  
Maharajgunj, Brahma Cottage,  
Narayan Gopal Sadak,  
Kathmandu, Nepal  
OR  
American Embassy Kathmandu  
Financial Management Officer  
6190 Kathmandu Place  
Washington, DC 20521**

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

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

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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                              |
|-----|-------------------|-----------|------------------------------------|
| (A) | January 01, 2016  | Friday    | New Year's Day                     |
| (A) | January 18, 2016  | Monday    | Birthday of Martin Luther King Jr. |
| (A) | February 15, 2016 | Monday    | President's Day                    |
| (N) | March 07, 2016    | Monday    | Maha ShivaRatri                    |
| (N) | March 22, 2016    | Tuesday   | Holi Purnima                       |
| (N) | April 13, 2016    | Wednesday | Nepali New Year                    |
| (N) | May 20, 2016      | Friday    | Buddha Jayanti*                    |
| (N) | May 27, 2016      | Friday    | Ganatantra Diwas**                 |
| (A) | May 30, 2016      | Monday    | Memorial Day                       |
| (A) | July 4, 2016      | Monday    | Independence Day                   |
| (A) | September 5, 2016 | Monday    | Labor Day                          |
| (A) | October 10, 2016  | Monday    | Columbus Day                       |
| (N) | October 11, 2016  | Tuesday   | Dashami (Dashain)                  |
| (N) | October 12, 2016  | Wednesday | Ekadashi (Dashain)                 |
| (N) | October 13, 2016  | Thursday  | Duwadashi (Dashain)                |
| (N) | October 31, 2016  | Monday    | Gobhardan Puja (Tihar)             |
| (N) | November 1, 2016  | Tuesday   | Bhai Tika (Tihar)                  |
| (A) | November 11, 2016 | Friday    | Veterans Day                       |
| (A) | November 24, 2016 | Thursday  | Thanksgiving Day                   |
| (A) | December 26, 2016 | Monday    | 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.

#### 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/POC for this contract is Facility Supervisor.

#### 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 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;

(5) 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,

(6) 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.

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

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

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

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

### **SECTION 3 - SOLICITATION PROVISIONS**

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FEB 2012), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

#### **ADDENDUM TO 52.212-1**

- A. Summary of instructions each offer must consist of the following:
1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
  2. Information demonstrating the offeror's/quoter's ability to perform, including:
    - (a) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
    - (b) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
    - (c) List of clients, demonstrating prior experience with relevant past performance information and references;
    - (d) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
    - (e) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

If required by the solicitation, the offeror shall provide either:

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the offeror, if awarded the contract, will get the required insurance, and the name of the insurance provider to be used.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

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

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

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

| CLAUSE    | TITLE AND DATE   |
|-----------|--|
| 52.204-6  | Data Universal Numbering System (DUNS) Number (APR 2008) |
| 52.214-34 | Submission of Offers in the English Language (APR 1991)  |
| 52.237-1  | Site Visit (APR 1984)                                    |

The site visit will be held on April 28, 2016 at 14:00 at the **Phora** of U.S Embassy Kathmandu, Maharajjung. Prospective offerors/quoters should contact Suresh Nepali for additional information or to arrange entry to the building.

### **Contractor Registration**

All prospective U.S. Government contractors are required to obtain a DUNS number and to complete the System for Award Management (SAM) registration before a contract may be awarded. To learn more and to begin the registration process, please visit the following websites:  
DUNS number: <http://fedgov.dnb.com/webform>

SAM registration: <http://www.sam.gov>

Proposals may be submitted under this RFP without a DUNS number or SAM registration. However, the successful awardee will be required to obtain both of them and submit evidence of registration to USAID before an award is made. The registration process may take several weeks to complete. Therefore, offerors are encouraged to obtain them early so that, if selected, the award will not be delayed.

Completion of an early registration does not constitute any commitment on the part of the U.S. Government to make an award.

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

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

(a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Todd Tiffany**, at telephone No: **00977-1-4234000** and fax number **00977-1-4007277**. 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.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

## **SECTION 4 - EVALUATION FACTORS**

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

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

The following FAR provisions are provided in full text:

52.217 5 EVALUATION OF OPTIONS (JUL 1990)

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

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

“Reserved”

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

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

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

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

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

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

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under.

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern— ”— Reserved

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) General. The offeror represents that either—

(A) It is, or is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon

whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete

and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

| <b>Line Item No.</b> | <b>Country of Origin</b> |
|----------------------|--------------------------|
|----------------------|--------------------------|

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

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

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

| <b>Line Item No.</b> | <b>Country of Origin</b> |
|----------------------|--------------------------|
|----------------------|--------------------------|

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

| <b>Line Item No.</b> | <b>Country of Origin</b> |
|----------------------|--------------------------|
|----------------------|--------------------------|

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

Canadian End Products:

| <b>Line Item No.</b> |
|----------------------|
|----------------------|

|       |
|-------|
| _____ |
| _____ |
| _____ |

[List as necessary]

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

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

Canadian or Israeli End Products:

| <b>Line Item No.</b> | <b>Country of Origin</b> |
|----------------------|--------------------------|
|----------------------|--------------------------|

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

Line Item No. Country of Origin

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

Other End Products:

**Line Item No. Country of Origin**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the

submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

**Listed End Product    Listed Countries of Origin**

\_\_\_\_\_

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

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

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

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

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

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act.

(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

o TIN: \_\_\_\_\_.

o TIN has been applied for.

o TIN is not required because:

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

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other \_\_\_\_\_.

(5) Common parent.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

- (m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
- (n) Prohibition on Contracting with Inverted Domestic Corporations.
  - (1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.
  - (2) Representation. By submission of its offer, the offeror represents that—
    - (i) It is not an inverted domestic corporation; and
    - (ii) It is not a subsidiary of an inverted domestic corporation.
  - (o) Sanctioned activities relating to Iran.
    - (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
    - (2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
      - (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
      - (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.
    - (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
      - (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
      - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)