



Embassy of the United States of America
General Services Office
Procurement and Contracting Section

August 25, 2009

To: Prospective Quoters

Subject: Request for Quotations number **S-PA100-09-Q-0008**

Enclosed is a Request for Quotations (RFQ) for **Janitorial services**. If you would like to submit quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

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

A pre-proposal conference and site visit will be held on September 10, 2009 at 8:30 at American Embassy Multipurpose Room – 1776 Mariscal Lopez Ave. Interested parties shall follow the instructions in Section 3 to get access for this conference and site visit.

Quotations are due by 11 a.m. September 25, 2009.

Sincerely,

Priyadarshi Sen
Contracting Officer

Enclosure

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 50			
2. CONTRACT NO. S-PA100-09-C-0008		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER S-PA100-09-Q-0008			
7. FOR SOLICITATION INFORMATION CALL 		a. NAME Fernando Benitez or Reinaldo Farina				b. TELEPHONE NUMBER (No collect calls) 213-715		6. SOLICITATION ISSUE DATE August 25, 2009	
9. ISSUED BY GSO/CONTRACTING OFFICER American Embassy - Asuncion 1776 Mcal. Lopez Ave Asuncion - Paraguay Phone #: 213-715 Fax #: 213-878				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8 (A) NAICS: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO				16. ADMINISTERED BY Same as block # 9					
17a. CONTRACTOR/OFFEROR				18a. PAYMENT WILL BE MADE BY FINANCIAL MANAGEMENT OFFICE American Embassy - Asuncion 1776 Mcal. Lopez Ave					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
1		JANITORIAL SERVICES (see attached schedule) - Labor, Equipment and Materials. Base year		1	Yr				
2		First Option Year		1	Yr				
3		Second Option Year		1	Yr				
4		Third Option Year		1	Yr				
5		Fourth Option Year		1	Yr				
		Overall Contract Grand Total							
		For price details refer to Schedule - clause #1 Prices and Period of Performance (Use Reverse and/or Attach Additional Sheets as							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.									
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.									
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) Priyadarshi Sen		31c. DATE SIGNED		

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--------------------------------------------------------	-----------	---------------------------------------------------------------------

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
---------------------	---------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR	42a. RECEIVED BY (PRINT)
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449,
RFQ NUMBER **S-PA100-09-Q-0008**
PRICES, BLOCK 23

1. PRICES AND PERIOD OF PERFORMANCE

The contractor shall perform janitorial work, including furnishing all labor, material, equipment and services, for the **U.S. Embassy Asunción**. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services and a fixed rate per square meter for any temporary additional services that have been satisfactorily performed.

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

Because Temporary/Additional Services are based on indefinite delivery/indefinite quantity the minimum and maximum amounts are defined below:

Minimum: The Government shall place orders totaling a minimum of **30 sq meters**. This reflects the contract minimum for the base year and option period.

Maximum: The amount of all orders shall not exceed **2000 sq meters**. This reflects the contract maximum for the base year and each option period for temporary/additional services.

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

1.2. BASE PERIOD

A. Standard Services. The firm fixed price for the first year of the contract is:

Per month _____ x 12 = _____ per year

B. Temporary Additional Services. The unit price (firm-fixed-price) is:
Per Square Meter _____

Estimated Number of Square Meters Per Year: 2000 sq meters

Total Temporary Additional Services Not to Exceed Per Year _____

C. **Total Base Period:** _____ (A + B)

1.3 FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months

A. Standard Services. The firm fixed price for the first option year of the contract is:

Per month _____ x 12 = _____ per year

- B. Temporary Additional Services. The unit price (firm-fixed-price) is:
Per Square Meter _____
Estimated Number of Square Meters Per Year: 2000 sq meters
Total Temporary Additional Services Not to Exceed Per Year _____

C. **Total First Option Year:** _____ (A + B)

1.4 SECOND OPTION YEAR PRICES

Option Term: Twelve (12) Months

- A. Standard Services. The firm fixed price for the second option year of the contract is:
Per month _____ x 12 = _____ per year

- B. Temporary Additional Services. The unit price (firm-fixed-price) is:
Per Square Meter _____
Estimated Number of Square Meters Per Year: 2000 sq meters
Total Temporary Additional Services Not to Exceed Per Year _____

C. **Total Second Option Year:** _____ (A + B)

1.5 THIRD OPTION YEAR PRICES

Option Term: Twelve (12) Months

- A. Standard Services. The firm fixed price for the third option year of the contract is:
Per month _____ x 12 = _____ per year

- B. Temporary Additional Services. The unit price (firm-fixed-price) is:
Per Square Meter _____
Estimated Number of Square Meters Per Year: 2000 sq meters
Total Temporary Additional Services Not to Exceed Per Year _____

C. **Total Third Option Year:** _____ (A + B)

1.6 FOURTH OPTION YEAR PRICES

Option Term: Twelve (12) Months

- A. Standard Services. The firm fixed price for the fourth option year of the contract is:
Per month _____ x 12 = _____ per year

- B. Temporary Additional Services. The unit price (firm-fixed-price) is:
Per Square Meter _____
Estimated Number of Square Meters Per Year: 2000 sq meters

Total Temporary Additional Services Not to Exceed Per Year _____

C. **Total Fourth Option Year:** _____ (A + B)

1.7 GRAND TOTAL:

1.2	Base Period (*)	
1.3	First Option Year (*)	
1.4	Second Option Year (*)	
1.5	Third Option Year (*)	
1.6	Fourth Option Year (*)	
1.7	Overall Contract Grand Total (*)	

(*) NOTE TO OFFERORS: VALUE ADDED TAX. The Embassy is VAT (IVA) exempted by provisions of GOP law No. 110/92. Therefore Value Added Tax (VAT) is not applicable to this contract and shall not be included in the rates for Standard Services, Additional or Emergency Services. For further reference see Section #2 contract clauses.

1.8 Prices may be provided in US Dollars or Paraguayan Guaraníes at offeror's discretion.

CONTINUATION TO SF-1449,
RFQ NUMBER **S-PA100-09-Q-0008**
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. SCOPE OF WORK

The purpose of this fixed price contract is to obtain janitorial services for real property owned or managed by the U.S. Government at American Embassy - Asuncion. The Contractor shall perform janitorial services in all designated spaces including, but not limited to halls, offices, restrooms, work areas, entrance ways, lobbies, storage areas, walkways and stairways. The contract will be for a one year period from the date of the contract award, with four (4) one-year options.

The contractor shall furnish all managerial, administrative, cleaning supplies, cleaning equipment and direct labor personnel that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.

All work shall be performed during the hours of 5:30 a.m. to 6:00 p.m. Mondays through Fridays except for the local holidays identified in clause 652.237-72, Section 2 – Contract Clauses. US holidays however, are working days under this contract and services shall be scheduled and arranged with the COR. Personnel resting/lunch time will be scheduled during the hours of 11:00 a.m. to 12 p.m.

Other work hours, Mondays through Fridays may be periodically approved by the Contracting Officer's Representative (COR). However, the Contractor must notify the COR in writing 72 hours in advance of the proposed deviation, and only after the Contractor receives COR approval, may it deviate from the standard hours identified in this paragraph.

1.1 General Instructions

The contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within **twenty** days after contract award. The Contracting Officer's Representative must approve these general instructions before issuance.

1.2 Duties and Responsibilities

1.2.1 Certain areas listed in paragraph #3 require an escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that accidental security violations do not occur.

1.2.2. Contractor shall schedule routine cleaning requirements to ensure that these are done in the order and time frame that are most efficient and have the least impact on normal operations. They are to be performed on a daily basis.

1.2.3. Contractor shall weekly schedule the periodic cleaning requirements so that it causes minimal disruption to the normal operation of the facility. The schedules shall be

provided to the COR who shall determine if the schedules presented meet the needs of the individual facility.

- 1.2.4. **Temporary Additional Services** are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The COR shall order these services as needed basis. This work shall be performed by Contractor trained employees, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance notice.
- 1.2.5 The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.

1.3 **Types of Services**

Standard Services shall include the following work:

1.3.1 **Daily Cleaning Requirements shall consist of:**

- 1.3.1.1 Sweeping all floor areas including damp mopping of areas such as tile, linoleum, marble floors, staircases and public areas, as well as the terrazzo floor portion of front entrance of the Embassy. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. The frequency may be higher than once per day when it is rainy. When completed, the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.
- 1.3.1.2 Dusting and cleaning all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, coat racks, umbrella stands, pictures, maps, telephones, computers and CRT screens, lamps and other common things found in an office environment. All furniture shall be free of dust, dirt, and sticky surfaces and areas.
- 1.3.1.3 Vacuuming all clean rugs and carpets, runners, and carpet protectors so that they are free from dust, dirt, mud, etc. When completed, the area shall be free of all litter, lint, loose soil and debris. Any chairs, trash receptacles, and easily moveable items shall be moved to vacuum underneath, and then replaced in the original position.
- 1.3.1.4 Thorough cleaning of toilets, bathrooms, mirrors, and shower facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall refill paper towels, toilet paper, and soap in all soap dispensers at bathrooms. The Contractor shall check those areas used by personnel visiting the Chancery and other embassy building several times daily to ensure that the facilities are always clean and neat.

- 1.3.1.5 Emptying all wastepaper baskets, ashtrays and washing or wiping them clean with a damp cloth, replacing plastic wastepaper basket linings and returning items where they were located.
- 1.3.1.6 Cleaning of glasses, cups, and coffee services in conference facilities, the Ambassador's office and/or visitor's area. The Contractor shall clean the items in hot soapy water and rinse, dry and polish so that a presentable appearance is maintained.
- 1.3.1.7 Removing any grease marks or fingerprints from walls, doors, door frames, radiators, windows and window frames, glass desk protectors, reception booths and partitions.
- 1.3.1.8 Removing regular trash and recycling items to designated area as directed by the COR, and keeping trash area in a reasonably clean condition.
- 1.3.1.9 Sweeping debris from walkways and driveways and hose cleaning them during appropriate climatic and water use conditions as well as sweeping the ADM/Annex parking areas.
- 1.3.2 **Periodic Cleaning** Requirements shall consist of:
 - 1.3.2.1 Polishing all brass surfaces including door and window handles, inner and outer plaques, bronze handrails, lights switch cover plates, etc.
 - 1.3.2.2 Dusting tops of tall furniture, tops of picture frames and areas not covered in daily dusting.
 - 1.3.2.3 Spot cleaning baseboards and walls.
 - 1.3.2.4 Spot waxing and polishing floors as needed.
 - 1.3.2.5 Shampooing (small area spot clean; as needed) carpets.
 - 1.3.2.6 Dusting window sills and blinds.
 - 1.3.2.6.1. Clean the Chancery ground and first floor window screens, which includes removing and reinstallation or attaching of screen panels as well as periodic cleaning of Chancery ground and first floor window screens (including removing of screen panels, soap/water clean and reinstallation of panels)
 - 1.3.2.7 Cleaning shutters as required.
 - 1.3.2.8 Sweeping and washing terraces and balconies to remove all accumulated dirt and debris.
 - 1.3.2.9 Clean Stairways. All floor surfaces shall be cleaned in accordance with paragraph 1.3.1.3, as appropriate for floor covering. Grease and grime shall be removed from stair guards, handrails and baseboards. Contractor shall remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining stairwell walls to provide or maintain a clean, uniform appearance.

1.3.2.10 Clean Drinking Fountains. Clean and disinfect all porcelain and polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountain. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.

1.3.3 Monthly Cleaning Requirements shall consist of:

1.3.3.1 Cleaning major appliances inside and out including vacuuming dust from around motor areas.

1.3.3.2 Wiping window blinds with a damp cloth to ensure that all smudges are removed.

1.3.3.3 Cleaning inside window glass and sash of smudges and accumulated dirt.

1.3.3.4 Moving all furniture and vacuuming or polishing the floor under the furniture as appropriate.

1.3.4 Quarterly Cleaning Requirements shall consist of:

1.3.4.1 Washing the outsides of the windows. When completed the windows shall be free of smudges, lint, or streaks from the surfaces.

1.3.4.2 Removing and washing window blinds.

1.3.4.3 Shampooing the entire surface of carpets in the high traffic areas.

1.3.4.4 Cleaning and sanitizing the trash holding area.

1.3.4.5 Dusting and wiping light fixtures and chandeliers. When completed, the light fixtures shall be free from bugs, dirt, grime, dust, and marks.

1.3.5 Semi-Annual Cleaning Requirements shall consist of:

1.3.5.1 Stripping wax coats, spot checking sealer coats, and completely reapplying wax coats.

1.3.5.2 Shampooing carpets in all areas.

1.3.5.3 Cleaning all chandeliers and light fixtures using appropriate methods to restore the original luster to the fixtures. This will include ensuring that all crystal reflectors are individually washed.

1.3.6 Annual Cleaning Requirements shall consist of:

1.3.6.1 Stripping wax coats and seal coats to the bare floor surface; cleaning the bare surface, and reapplying a seal coat.

1.3.6.2 Cleaning gutters and down spouts of all collected debris.

1.4 **Other Responsibilities.** *Other responsibilities include:*

- 1.4.1 Periodic replacement of drinking water bottles to all water dispensers installed within the Embassy offices as necessary. A daily report of water jar stock should be reported to GSO/Property section for inventory and reposition.
- 1.4.2 Turning off lights and water when not in the process of cleaning and immediately after completion of cleaning tasks.
- 1.4.3 Reporting to the COR or FMS malfunction of appliances, equipment etc., i.e. electrical fixtures, water leaks, toilets, and any other piece of equipment or appliances contractor may be aware of.
- 1.4.4 Daily replacement of fabric towels at Ambassador Restroom. Cleaned/pressed towels will be provided by CMR staff on a weekly basis, but the towels will be replaced daily.
- 1.4.5 Periodic cleaning and washing of the Chancery breezeways that will be coordinated thru the COR in order to provide security escort and access.

2.0 **MANAGEMENT AND SUPERVISION**

- 2.1 The contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. Although not mandatory, it is highly desirable that the supervisor have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.
- 2.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.
- 2.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.
- 2.4 The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed 48 hours per week to preclude overtime being part of the standard services provided under the contract. Overtime may be necessary under Temporary Additional Services.

3.0 LOCATIONS FOR JANITORIAL SERVICES

All standard services are to be delivered on regular Embassy working days.

Location	Qty	Bldg Story	Estim. Area. Sq.Mts	Scheduled Hours (**)	Escort Need
Chancery Building 1 st . floor	1	2	2,400		No/Y
Chancery Building 2 nd floor <u>ORA & IPC offices are not included</u>					Yes
Annex Building (single story)	1	1	260		N
JAO/GSO/ADMIN/MN Annex Building	1	3	1,000		N/Y
SnackBar Building and Swimming Pool's Bathrooms	1	1	850		N
Maintenance Building, Supplyroom	1	1	750		N
Contractor's Bulding			10		N
MSG GYM Bulding	1	1	165		N
Admin Parking Area	1	--	300		N
Guard Posts:	--	--	--	--	--
Main Gate's	5	1	120		N
GP- APO/Kubitschek Gate's		1	15		N
GP-Ambassador Residence's		1	16		N
GP - Marine Residence Gate's		1	50		N
GP - ADM booth		1	6		N
Warehouse Building Office/Bath Area (*)	1	1	330		N
Warehouse Guard Booth	1	1	10		N
Kubitschek Ave. Side Walk			2300		N
Total estimated Sq. mts.			8,582		

(*) Embassy Warehouse is offsite compound and it is located at Maria Leyes Concepcion de Chaves and Artigas Ave., Asuncion, Paraguay, Telephones: 207-774, Fax: 203-417

(**) Actual Scheduled Hours to be completed upon award.

Please refer also to Attachment # 2 for further information on each building/cleaning units shown above and it facilities.

4.0 PERSONNEL

4.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

4.2 Standard of Conduct.

- 4.2.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).
- 4.2.3 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- 4.2.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.
- 4.2.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- 4.2.6. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
 - unauthorized use of Government property, theft, vandalism, or immoral conduct;
 - unethical or improper use of official authority or credentials;
 - security violations; or,
 - organizing or participating in gambling in any form.
- 4.2.7 Key Control. The Contractor shall receive secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.
- 4.3. Notice to the Government of Labor Disputes
- The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.
- 4.4. Personnel Security
- 4.4.1 Within **10** days after award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take approximately 30 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number
Labor category (Manager, worker/cleaner, etc)

- 4.2 The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) or tags on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

5.0. MATERIALS AND EQUIPMENT

- 5.1 The contractor shall provide all necessary janitorial supplies, materials and equipment, including but not limited to mops, brooms, dust rags, detergents, cleaners, vacuum cleaners, carpets shampooer, floor waxer/polisher, ladders (in good working conditions) etc. to perform the work identified in this contract. *See Attachment #3 as a reference of the list of supply/materials mostly used.*
- 5.2 Contractor shall be responsible to provide all cleaning products, material and equipment in sufficient quantity and at such required intervals to effectively carry out all tasks and services, called under this contract, in an efficient, smooth and uninterrupted fashion.
- 5.3 Quality of cleaning materials/equipment: The cleaning products shall be of good quality and adequate for use at a Diplomatic division. The Embassy reserves the right to review, accept and/or reject any piece of material or equipment furnished by contractor not complying with the minimum quality required, or determined to be or to contain hazardous material or component as defined in clause 5.5.)
- 5.4 The contractor is not allowed to use any material or component that may be hazardous to individuals or pose a risk to property, such as poison, abrasive, corrosive materials, etc.
- 5.5 Contractor shall be responsible for delivery, custody, quality, storage and availability of all products and materials mentioned in this section 5 at the work site at all time during effective period of this contract.
- 5.6 The contractor shall be responsible to provide all necessary and appropriate personnel protective and safety equipment for its personnel for the performance of service. Minimum Personnel Protective/Safety Equipment required for this work will be dust masks, safety goggles, earmuffs, gloves, boots, harness for window cleaning, etc.

5.7 UNIFORMS: The contractor shall provide uniforms and personal safety equipment for each employee and supervisor performing under this contract. Uniform and safety equipment shall be provided in sufficient quantity and quality for the intended use/protection, and at such intervals to assure adequate and neat appearance of its employees at all times. The contractor shall bear the cost of purchasing, cleaning, pressing, repair and replacing of the uniforms and all other pieces of personal apparel mentioned in this clause as necessary.

6.0. GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

6.1 The Contractor has the option to reject any or all Government furnished property or items (see Attachment 1 - GOVERNMENT FURNISHED PROPERTY): However, if rejected, the contractor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government. All Government furnished property or items are provided in an "as is" condition and shall be used only in connection with performance under this contract. The Contractor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.

6.2 The Contractor shall maintain written records of work performed, and report the need for major repair, replacement and other capital rehabilitation work for Government property in its control.

6.3 The Contractor shall physically inventory all Government property in its possession. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting and reconciling the property with written records. The Contractor shall conduct these physical inventories periodically, as directed by the COR, and at termination or completion of the contract.

7. INSURANCE

7.1 Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

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

7.2.1 Bodily Injury, Personal Accidents or Death, stated in US Dollars but policies may be issued in Guaranies at the US Dollar value

- Death per accident on or off the site:
Per Occurrence \$ 5,200.00.
- Bodily Injury per accident on or off the site:
Per Occurrence \$ 5,200.00.
- Medical assistance due to accident on or off the site:
Per Occurrence \$ 2,600.00.

7.2.2. Property Damage stated in US Dollars Third party Liability - Damage to 3rd. Party (Responsabilidad Civil)

- Bodily Injury or Death caused to one person up to \$ 5,200.00.
- Bodily Injury or Death caused to two or more person up to \$ 10,400.00.
- Damage caused to Property of 3rd. party, up to: \$ 2,600.00.

7.3 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims. Contractor shall maintain, over the period of performance of the contract, a policy that covers the dollar amount of the conversion equivalence at the time of the commencement of performance. The exchange rate for this purpose is: \$ 1 = Gs 5,000. (Subject to change according to ROE during the solicitation release date).

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

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

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

arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

7.6 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.

- 7.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.
- 7.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

8.0. LAWS AND REGULATIONS

- 8.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.
- 8.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

9.0. TRANSITION PLAN

Within **15** days after contract award, the Contracting Officer may request that the contractor develop a plan for preparing the contractor to assume all responsibilities for janitorial services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

10. DELIVERABLES

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery To</u>	<u>Date</u>
1.1 General Instructions	1	COR	<i>20 days after award</i>
1.2.3. Schedules	1	COR	<i>Weekly</i>
4.4.1. List of Personnel	1	COR	<i>10 days after award</i>
7. Evidence of Insurance	1	COR	<i>10 days after award</i>

8. Licenses/Permits	1	COR	<i>date of award</i>
9. Transition Plan	1	COR	<i>15 days after award</i>

11. **Quality Assurance and Surveillance Plan (QASP).** This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	SOW Para	Performance Threshold
<u>Services.</u> Performs all janitorial services set forth in the performance work statement (PWS)	1 thru 10	All required services are performed and no more than two (2) customer complaint is received per month.
Note: All valid customer complains received by the COR will be referred to contractor for action. Contractor shall provide within 2 days of receipt a resolution plan and act immediately upon acceptance of plan by CO/COR. The plan shall also address corrective measurements to prevent reoccurrence.		

Refer to **Attachment # 4** for a detailed **QUALITY ASSURANCE SURVEILLANCE PLAN.**

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

11.2 **STANDARD.** The performance standard is that the Government receives no more than **two (2)** customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions- Commercial Items), if any of the services exceed the standard.

11.3 **PROCEDURES.**

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

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

12. **Right Of First Refusal Of Employment**

In the event that incumbent contractor does not provide an offer or it is not awarded the contract resulting from this solicitation, the winning Contractor should (or is expected to) give the incumbent contractor's employees who are terminated as a result of a change in contractors the **right of first refusal** and give them the chance to be considered **for employment openings under this contract** in positions for which they are qualified.

13. **Definitions.**

General Instructions. Mean those instructions, directives and guidelines that apply to all Contractor's personnel performing services under this contract.

Chancery. Means the main building of the Embassy used for official business.

Contracting Officer. A person duly appointed with the authority and a warrant to enter into and administer contracts on the behalf of the US Government.

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

Government. Means the Government of the United States of America.

Overhead. Means the general continuing costs involved in running a business enterprise, i.e. office expenses, rent, administrative support, etc.

ATTACHMENT 1
Description/Specifications/Performance Work Statement
Government Furnished Property

The Government shall make the following property available to the contractor as "Government furnished property" under the contract:

- Fabric towels (for Ambassador restroom). Provided on every Monday. Used towels shall be returned for washing/pressing to the CMR (Chief of Mission Residence) manager every Friday.
Replacement schedule: Mondays, Wednesdays and Fridays.
- Water bottles in sufficient quantity to fully comply with the requirements in clause 1.4.1
- Hand radios Motorola brand (*Qty to be determined upon award*)
- Office and Storage room facilities into the compound.
- Locker for personnel belongings
- Cabinets and shelving for janitorial products.
- Table and chairs for Char force office
- One microwave unit

SECTION 2 - CONTRACT CLAUSES

52.204-9 – PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2008), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM to FAR 52.212-4

None

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2009)

(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:

- ___ (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](#)). [*Applies if order exceeds \$100,000*]
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- ___ (3) – (17) Reserved

- (18) [52.222-19](#), Child Labor - Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126). [*Applies if an order is for supplies and exceeds micro-purchase threshold*]
- (19) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999). [*Applies if: for supplies, the order exceeds \$10,000 and is awarded to a US firm; For services the order exceed \$10,000 and is awarded to a US Firm whose employees recruited within US*]
- (20) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246). [*Applies if: for supplies, the order exceeds \$10,000 and is awarded to a US firm. For services the order exceed \$10,000 and is awarded to a US Firm whose employees recruited within US*]
- (21) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)). [*Applies if clause 52.222-37 included*]
- (22) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- (23) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (24) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (25) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (26)(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.)
- (27) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (28)(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](#).
- (29) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- (30)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Feb 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
 - (ii) Alternate I (Jan 2004) of [52.225-3](#).
 - (iii) Alternate II (Jan 2004) of [52.225-3](#).

___ (31) [52.225-5](#), Trade Agreements (MAR 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (32) [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). *[Required for all acquisitions over micro-purchase threshold]*

___ (33) – (36) Reserved

___ (37) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).*[Applies if payment will be made by EFT and contractor has registered in CCR]*

X (38) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)). *[Applies if payment will be made by EFT or other means and contractor is not registered in CCR]*

___ (39) – (40) Reserved

___ (41) (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](#)). *[Applies if order is for supplies involving ocean transportation; at least 50% of the gross tonnage must be transported on privately owned US flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable]*

___ (ii) Alternate I (Apr 2003) of [52.247-64](#). *[Applies if 100% of the supplies will be transported on privately owned US flag commercial vessels]*

(c) Reserved

(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)[*Note: this paragraph applies only if award is made to a US Firm*] 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 (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

(iv) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(v) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(vi) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

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

(viii) [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\(g\)](#)).

(ix) [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.*).

(x) [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.*).

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

(xii) [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](#).

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

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

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

Clause	Title and Date
52.225-14 Contract	Inconsistency between English Version and Translation of (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)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)*

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

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

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

52.216-19 ORDER LIMITATIONS. (OCT 1995)*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than US\$ 10.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of US\$ 10,000;
- (2) Any order for a combination of items in excess of US\$ 50,000; or
- (3) A series of orders from the same ordering office within **3** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)*

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government,

when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

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

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

*Applies to temporary additional services.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

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

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance

of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

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

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

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(end of clause)

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

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and 1 copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e)
The contractor shall not show Value Added Tax (VAT) on invoices submitted for payment as the Embassy is VAT (IVA) exempted by provisions of GOP law No. 110/92.
Vat Exemption Instructions. The Contractor shall enter on each invoice submitted for payment the following: strip code "TDEF-006" in the block reserved for the TIN (RUC registro único del contribuyente) and text "Ley 110/92" in the body of the invoice to be considered a proper invoice for payment processing by the Embassy..
- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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

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

	US	LOCAL	Working day
New Year's Day	X	X	
Martin Luther King's Birthday	X		(*)
Presidents' day/Washington's Birthday	X		(*)
Heroes' Day		X	
Holy Thursday		X	
Good Friday		X	
Labor Day		X	
Independence Day		X	
Memorial Day	X		(*)
Chaco Armistice		X	
Independence Day		X	
Founding Of Asuncion		X	
Labor Day	X		(*)
Victory of Boqueron		X	
Columbus Day	X		(*)

Veterans Day	X		(*)
Thanksgiving Day	X		(*)
Virgin Of Ca'acupe Day		X	No
Christmas Day	X	X	No

(*) Note to Offerors: US holidays are working days under this contract and services shall be scheduled and arranged with the COR.

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

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

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

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

(b) The COR for this contract is **Facilities Supervisor Assistant, Engineer Fernando Benitez.**

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999) *[Clause 652.225-71 only applies if contract cost exceeds \$100,000]*

(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.

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.

SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008) IS INCORPORATED BY REFERENCE. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1 NONE

- A. Summary of instructions. Each offer must consist of the following:
- A.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.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English (language skill desired although not mandatory);
 - (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
 - (3) List of clients, demonstrating prior experience with relevant past performance information and references, including point of contact names and telephone number etc.
 - (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
 - (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2) by providing copy(ies) of each document.
 - (6) **Technical proposal:** Provide a description which addresses (1) how the offeror intends to perform the services required in the contract and ensure the quality of these services;(2) the number and type or category of proposed personnel to satisfy the requirements; (3) the proposed list of cleaning products and equipment to be used and the inventory and control procedures to ensure these items are available; (4); any documentation that proves quality assurance certifications (desirable but not mandatory) and (5) any safety related equipment, the safety control procedures, accident prevention plan/procedures, any other safety related matters.
 - (7) Describe company's financial condition and capability, and provide current financial statement. State what percentage of company's estimated total business the work required by this solicitation will represent. Describe the priority placed by firm's on the work required by this solicitation.

A.3. If required by the solicitation, provide either:

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

**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 September 10, 2009 at 8:30 at American Embassy Multipurpose Room – 1776 Mariscal Lopez Ave. Prospective offerors/quoters should contact Reinaldo Farina, Montserrat Blanco or Fernando Benitez at 213-715 extensions 2188, 2098, 2288 for additional information or to arrange entry to the building.

The following DOSAR provisions 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, **Ms. Mona Kuntz**, at **213-715 (x2270)**. 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

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor based on initial offers, without entering into discussions or negotiations, however the Embassy, after receipt of offers, may enter into negotiations as necessary. Additionally, individuals/companies submitting offers may be requested to provide oral presentations.

The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
- b) **Technical Acceptability.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information/proposal provided by the offeror with its proposal/quotation.
- c) **Price Evaluation.** 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 reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** 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
 - otherwise qualified and eligible to receive an award under applicable laws and regulations.

Note to Offerors: offers shall include any and all documents or information to assist the Government in evaluating the above listed factors.

**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):

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

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

SECTION 5 -REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FEB 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.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 (m) 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.

“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 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.

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

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

- (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 at <http://orca.bpn.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 (m) 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 on ORCA.]

(c) – (d) Reserved

(e) Certification Regarding Payments to Influence Federal Transactions ([31 U.S.C. 1352](#)). (Applies only if the contract is expected to exceed \$100,000.) 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) – (g) Reserved

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

- (1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

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

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products. [N/A](#)

(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) Reserved

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the

Government (31 U.S.C. 7701(C)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

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

(4) Type of organization.

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

(5) Common parent.

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

Name _____.

TIN _____.

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

**ADDENDUM TO OFFEROR REPRESENTATIONS AND
CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

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

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

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

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

END OF SOLICITATION