



Embassy of the United States of America

*Riyadh, Saudi Arabia
April 23, 2015*

Contracting Office
Embassy of the United States of America
P.O. Box 94309
Riyadh 11693, Saudi Arabia

Dear Prospective Bidders,

SUBJECT: Solicitation Number SSA700-15-R-0002 "Janitorial Services for the Embassy of the United States of America, Riyadh, and Consulates General Jeddah and Dhahran, Saudi Arabia"

The Embassy of the United States of America invites you to submit a proposal for Janitorial Services for the Embassy of the United States of America, Riyadh, and Consulates General Jeddah and Dhahran, Saudi Arabia.

Your proposal must be submitted in a sealed envelope marked "*Proposal Enclosed for Janitorial Services for the Embassy of the United States of America, Riyadh, and Consulates General Jeddah and Dhahran, Saudi Arabia*" on or before **1700 hours on Tuesday, June 9, 2015**. No proposals will be accepted after this time.

In order for a proposal to be considered, you must also complete and submit the following:

1. SF-33;
2. Section B, Pricing Schedule;
3. Section K, Representations and Certifications;
4. Additional information as required in Section L.

Direct any questions regarding this solicitation either by fax: +966-1-488-7939 or by email to RiyadhContracting@state.gov, on or before 1700 hours on Tuesday, May 26, 2015.

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

Sincerely,

Kevin M. Phillips
Contracting Officer



SOLICITATION DOCUMENT



**Embassy of the United States of America
Riyadh, Saudi Arabia
Contracting and Procurement Office
Janitorial Services**

SOLICITATION No. S-SA70015R0002

**Embassy of the United States of America
P.O. Box 94309
Riyadh 11693
Saudi Arabia**

SECTION - A

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 2 of 84		
2. CONTRACT (Proc. Inst. Ident.) NO.		3. SOLICITATION NO. SSA70015R0002		4. TYPE OF SOLICITATION _ SEALED BID (IFB) x NEGOTIATED (RFP)		5. DATE ISSUED 04/23/2015		6. REQUISITION/PURCHASE NO PR4021773		
7. ISSUED BY EMBASSY OF THE UNITED STATES OF AMERICA, RIYADH P.O. BOX 94309, ATTN: GSO/PROCUREMENT RIYADH 11693 SAUDI ARABIA Phone: 966-11-488-3800 Fax: 966-11-488-7939				CODE SA700		8. ADDRESS OFFER TO (If other than Item 7) EMBASSY OF THE UNITED STATES OF AMERICA, RIYADH P.O. BOX 94309, ATTN: GSO/PROCUREMENT RIYADH 11693 SAUDI ARABIA				
NOTE: In a sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in Embassy of the United States of America, Riyadh until <u>June 9, 2015 local time 1700</u> . CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME Kevin M. Phillips, Contracting Officer			B. TELEPHONE (NO COLLECT CALLS) 966-11-488-3800			C. E-MAIL ADDRESS Riyadhcontracting@state.gov		
11. TABLE OF CONTENTS										
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X	E	INSPECTION AND ACCEPTANCE	24-25	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	65-75			
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OFFER (Must be fully completed by offeror)										
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENTSEE 14 (See section I, Clause No 52.232-8)			10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS				
			%	%	%					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents) Numbered and dated:			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE				
15A. NAME AND ADDRESS OF OFFEROR			CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO. (Include area code)			15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEM NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: _ 10 U.S.C. 2304(c)() _ 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTRATION BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE						
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		
IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.										

PART I - THE SCHEDULE

SECTION - B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide janitorial services for the Embassy of the United States of America in Riyadh and the Consulates General in Jeddah and Dhahran.

B.2 TYPE OF CONTRACT

This is a fixed price contract with indefinite delivery/indefinite quantity for temporary/additional services.

B.3 TYPES OF SERVICES

- (a) **Standard Services.** The Contractor shall provide standard janitorial services as specified in Section C within the buildings and spaces listed in Exhibit A.
- (b) **Temporary Additional Services.**

The Contractor shall provide Temporary Additional Services when requested by the Contracting Officer's Representative (COR) through a written order. Temporary Additional Services delivered shall be in addition to the Standard Services and shall be priced at the unit price shown below. The tasks to be accomplished shall be additional quantities of the same tasks described in Section C.

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 10 personnel hours. This reflects the contract minimum for the base year and option period.

Maximum: The amount of all orders shall not exceed 1600 personnel hours. This reflects the contract maximum for the base year and each option period for temporary/additional services.

B.4 PRICING

(a) The Government will pay the Contractor a fixed price per month for Standard Services that have been satisfactorily performed. The Government will also pay the Contractor for Temporary Additional Services ordered each month by the Government for satisfactorily completed work.

(b) The Contractor shall include any premium pay for services required on holidays only in the fixed prices for Standard Services. The Contractor shall include any premium pay for overtime only in the fixed rates for Temporary Additional Services.

(c) The Government will also reimburse the Contractor at the purchase price for any materials or equipment requested by the Government and provided by the Contractor for Temporary Additional Services.

(d) Temporary Additional Services are defined as services performed outside regular business hours but do not include clean up from major events (such as National Day, performances, etc.), clean up after events held by embassy or consulate staff, personal requests made by embassy or consulate individuals, or any work performed on behalf of the employee association or employee association leased spaces at Embassy or Annex grounds.

(e) The cost of Workers' Compensation War-Hazard Insurance Overseas (See Section I, FAR 52.228-4) is not reimbursable and shall be included in the Contractor's rates.

(f) The Government will make payment in local currency.

(g) **VALUE ADDED TAX. VAT VERSION.** The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B.5 BASE YEAR PRICES

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

Base Year for Three Locations

Location Riyadh

B.6 Base Year Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	600	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year		SR 4,000.00
Total Not to Exceed Price for Base Year (A + B+ C)		

Location Jeddah

B.7 Base Year Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	500	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year		SR 4,000.00
Total Not to Exceed Price for Base Year (A + B+ C)		

Location Dhahran

B.8 Base Year Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	500	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year		SR 4,000.00
Total Not to Exceed Price for Base Year (A + B+ C)		

First Option Year for Three Locations

Location Riyadh

B.9 Option Year 1 Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	600	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year		SR 4,000.00
Total Not to Exceed Price for Base Year (A + B+ C)		

Location Jeddah

B.10 Option Year 1 Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	500	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year		SR 4,000.00
Total Not to Exceed Price for Base Year (A + B+ C)		

Location Dhahran

B.11 Option Year 1 Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	500	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year		SR 4,000.00
Total Not to Exceed Price for Base Year (A + B+ C)		

Second Option Year for Three Locations

Location Riyadh

B.12 Option Year 2 Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	600	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year		SR 4,000.00
Total Not to Exceed Price for Base Year (A + B+ C)		

Location Jeddah

B.13 Option Year 2 Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	500	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year		SR 4,000.00
Total Not to Exceed Price for Base Year (A + B+ C)		

Location Dhahran

B.14 Option Year 2 Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	500	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year		SR 4,000.00
Total Not to Exceed Price for Base Year (A + B+ C)		

Third Option Year for Three Locations

Location Riyadh

B.15 Option Year 3 Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	600	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year		SR 4,000.00
Total Not to Exceed Price for Base Year (A + B+ C)		

Location Jeddah

B.14 Option Year 3 Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	500	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year		SR 4,000.00
Total Not to Exceed Price for Base Year (A + B+ C)		

Location Dhahran

B.15 Option Year 3 Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	500	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year	SR 4,000.00	
Total Not to Exceed Price for Base Year (A + B+ C)		

Fourth Option Year for Three Locations

Location Riyadh

B.16 Option Year 4 Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	600	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year		SR 4,000.00
Total Not to Exceed Price for Base Year (A + B+ C)		

Location Jeddah

B.17 Option Year 4 Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	500	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year		SR 4,000.00
Total Not to Exceed Price for Base Year (A + B+ C)		

Location Dhahran

B.18 Option Year 4 Prices		
(a) Standard Services. The fixed price for the Base Year of the contract is (starting on the date stated in the Notice to Proceed (NTP) and continuing for a period of 12 months):		
Price per Month	12 Months (x 12)	Price Per Year
(b) Temporary Additional Services. The unit fixed price is:		
Price per Hour	Estimated Number of Hours Per Year	Total Not to Exceed Price
	500	
(C) Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.		
Material/Equipment Not to Exceed Per Year		SR 4,000.00
Total Not to Exceed Price for Base Year (A + B+ C)		

B. 19 Grand Total of Base Plus All Option Years	
Base Year Total	
Option Year 1 Total	
Option Year 2 Total	
Option Year 3 Total	
Option Year 4 Total	
Grand Total of Base Plus All Option Years	

SECTION - C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Work Requirements.

C.1.1 General. The Contractor shall provide services for the Embassy of the United States of America in Riyadh and the Consulates General in Jeddah and Dhahran. 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, elevators and stairways. The Contractor shall furnish all managerial, administrative, and direct labor personnel necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.

C.1.2 Personnel. The Contractor shall provide a qualified work force meeting the contract requirements. The workforce shall be able to provide the services identified in Section J, Exhibit A, Locations and Time Frames for Janitorial Services.

C.1.3 General Requirements.

C.1.3.1 Definitions.

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

"Chancery" means the embassy or consulate building.

"CMR" means the official residence of the ambassador in Riyadh.

"EMR" means the official residence of the ambassador in Jeddah.

"Daily" means 6 days per week, on each non-holiday workday.

"DCMR" means the official residence of the Deputy Chief of Mission.

"CGR" means the official residence of the Consul General.

C.1.3.2 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 thirty days after award of the contract. The COR must approve these general instructions before issuance.

C.1.4 Duties and Responsibilities

C.1.4.1 Certain areas specified in Section J, Exhibit A require an escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that security violations do not occur. These areas do not exceed more than 10-15% of the total square meters covered in section J-2.

C.1.4.2 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. The schedule shall be provided to the COR in advance for approval and changed as needed to meet the COR's approval.

C.1.4.3 Contractor shall schedule periodic cleaning requirements so that it causes minimal disruption to the normal operation of the facility. The COR shall determine the schedules presented which meet the needs of the individual facility.

C.1.4.4 Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. The Contractor shall provide these services in addition to the scheduled services specified in paragraph C.2.1. of this contract. The COR shall order these services as needed. This work shall be performed by trained employees of the Contractor, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance notice.

C.1.4.5 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.

C.1.4.6 The Contractor shall provide Daily, Weekly, and Monthly Schedules for all areas covered for approval and implementation by the COR. In addition, the Contractor shall provide to the COR a daily, weekly, and monthly report that follows the approved schedules identifying actions completed, actions remaining, and justification for any outstanding remaining actions.

C.2 Types of Services

C.2.1 Standard Services shall include the following work:

C.2.1.1 Daily Cleaning Requirements shall consist of:

C.2.1.1.1 Cleaning all floor areas, sweeping, damp mopping of areas and hard floor surfaces such as tile, linoleum, marble floors, staircases and public areas with soap or a mopping detergent. 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 or dusty. When completed, the floor shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.

C.2.1.1.2 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 screens, lamps and other common things found in an office environment. All furniture shall be free of dust, dirt, and sticky surfaces and areas.

C.2.1.1.3 Vacuuming and cleaning all rugs and carpets, walk off mats, runners, and carpet protectors so that they are free from dust, dirt, mud, etc. and removal of stains and tacky substances. Walk-off mats must be cleaned twice daily after peak traffic flows. When completed, the area shall be free of all litter, lint, loose soil and debris. The Contractor shall move any chairs, trash receptacles, and easily moveable items to vacuum underneath, and then replace them in the original position. Vacuuming shall be completed using wide area vacuums with a cylindrical brush that is set so that brushes are in contact with pile surfaces in order to provide adequate agitation. Twin motor machines with independent motors for suction and brushing are preferred. Suction motors must have a minimum 1400-1800 watt motor to provide adequate suction. The vacuum shall be ergonomically suitable with spot hoses and brush attachments.

C.2.1.1.4 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 especially clean behind all bathroom doors and in corners of bathrooms. The Contractor shall replace paper towels, toilet paper, seat covers, baby changing liners and soap in all bathrooms listed in Section J.2. The Contractor shall check those areas used by personnel visiting the chancery three to six times daily as specified in the schedule provided to the COR to ensure that the facilities are always clean and neat.

C.2.1.1.5 Checking and emptying of all wastepaper baskets if $\frac{3}{4}$ full or completely full at least once a day, ashtrays and washing or wiping them clean with a damp cloth, replacing plastic wastepaper basket linings and returning items where they were located. This shall be performed once daily in offices, twice daily in public areas, and 3-4 times daily in bathrooms. The contractor must always use a trash cart with a catch basin or high strength spill proof collection bag for ergonomic purposes and to avoid spills from the collected trash bags when collecting trash.

C.2.1.1.6 Cleaning of glasses, cups, and coffee services in conference facilities and in the Ambassador's or Consul General's office area. The Contractor shall clean the items in hot soapy water and rinse, dry and polish them so that a presentable appearance is maintained.

C.2.1.1.7 Removing any dirt, grease, marks, tape, dust, or smudges from walls, doors, door frames, glass lights, partitions, elevator cabs and doors, windows and window frames, glass desk protectors, appliances, exposed building equipment, reception booths and partitions daily.

C.2.1.1.8 Removing trash to designated area as directed by the COR, and keeping trash area in reasonably clean condition.

C.2.1.1.9 Sweeping debris from walkways and driveways and hose cleaning them during appropriate seasons (taking into consideration environmental restrictions on water if necessary). The COR shall be the determining factor if any service is duplicative of those provided by existing landscaping contractor. The COR will determine who will be the responsible party.

C.2.1.1.10 Check at least once daily and more frequently in high traffic areas the level of drinking water in water cooler water bottles in all locations specified in J-2. Change drinking bottle of all water coolers as needed during these checks or as requested by building occupants.

C.2.1.1.11 Sweeping and washing terraces and balconies to remove all accumulated dirt and debris. Including wiping clean all outdoor furniture with a clean damp cloth. The COR shall be the determining factor if any service is duplicative of those provided by existing landscaping contractor. The COR will determine who will be the responsible party.

C.2.1.2 Periodic Cleaning Requirements shall consist of:

C.2.1.2.1 Polishing all metal surfaces including door and window handles, plaques, etc.

C.2.1.2.2 Dusting tops of tall furniture, tops of picture frames and areas not covered in daily dusting.

C.2.1.2.3 Spot cleaning baseboards and walls.

C.2.1.2.4 Spot waxing and polishing floors as needed.

C.2.1.2.5 Stain removal, Shampooing (small area spot clean; as needed) carpets.

C.2.1.2.6 Dusting and wiping down windowsills and blinds.

C.2.1.2.7 Cleaning shutters as required.

C.2.1.2.9 All free standing water coolers and bottles should be thoroughly cleaned with bleach every four to six months. (See section J, Exhibit E for procedure and guidance). Consult with the COR for the cleaning process.

C.2.1.2.10 The inside and outside of the refrigerators in all areas listed under section J.2 should be cleaned on an as-needed basis as determined by the COR.

C.2.1.2.11 Six times annually as weather conditions require or as determined by the COR, washing the outsides of the windows. When completed the windows shall be free of smudges, lint, or streaks from the surfaces. Contractor shall use water fed extension poles for cleaning high windows.

C.2.1.3 Monthly Cleaning Requirements shall consist of:

C.2.1.3.1 Cleaning major appliances and exposed building equipment inside and out including vacuuming dust from around motor areas.

C.2.1.3.2 Wiping window blinds with a damp cloth to ensure that all smudges are removed.

C.2.1.3.3 Cleaning inside window glass and sash of smudges and accumulated dirt.

C.2.1.3.4 Moving all furniture and vacuuming, polishing or buffing the entire floor under the furniture as appropriate.

C.2.1.4 Quarterly Cleaning Requirements shall consist of:

C.2.1.4.1 Shampooing the entire surface of carpets in the high traffic areas.

C.2.1.4.2 Cleaning and sanitizing the trash holding area.

C.2.1.4.3 Dusting and wiping light fixtures, chandeliers HVAC grills and ceiling fans. When completed, the fixtures shall be free from bugs, dirt, grime, dust, and marks. All such cleaning activities shall be coordinated with the facilities maintenance department prior to work to ensure safety and condition of fixtures.

C.2.1.5 Semi-Annual Cleaning Requirements shall consist of:

C.2.1.5.1 Stripping wax coats, spot checking sealer coats, and completely reapplying wax coats.

C.2.1.5.2 Shampooing carpets in all areas.

C.2.1.5.3 Cleaning all chandeliers and light fixtures using appropriate methods to restore the original luster to the fixtures. This will include ensuring that all reflective surfaces are individually washed.

C.2.1.5.4 Cleaning roofs, gutters and down spouts of all collected debris.

C.2.1.6 Annual Cleaning Requirements shall consist of:

C.2.1.6.1 Stripping wax coats and seal coats to the bare floor surface; cleaning the bare surface, and reapplying a seal coat.

C.3 MANAGEMENT AND SUPERVISION

C.3.1 Contractor Management.

C.3.1.1 Supervision: The Contractor shall designate a project manager who shall be responsible for on-site supervision of the Contractor's workforce at all times. This project manager shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The project manager shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff in both written and verbal methods. The project manager shall have supervision as his or her sole function.

C.3.1.2 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 of the personnel to be used and the time frame to perform the service. Schedules must be approved by the COR prior to implementation.

C.3.1.3 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.

C.3.1.4 The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed 40 hours per week to preclude overtime being part of the standard services provided under the contract. Overtime may be necessary under Temporary Additional Services.

C.3.1.5 The Contractor will report any maintenance issues or safety issues

to the COR. Any emergency situations discovered by the Contractor should be reported immediately to Post one or RSO.

SECTION D - PACKAGING AND MARKING

RESERVED

SECTION - E

INSPECTION AND ACCEPTANCE

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4 INSPECTION OF SERVICES - AUG 1996
FIXED-PRICE

E.2. Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services</u> <i>Performs all janitorial services set forth in the Performance of Work Statement (PWS)</i>	C.1 thru C.3	All required services are performed and no more than two (2) customer complaints are received per month

E.2.1 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. Quality assurance may also be monitored by a designated Government Technical Monitor (GTM) who will be designated by written notification

from the COR to the contractor. In addition to monitoring that performance is sufficient to meet or exceed the performance threshold the COR and/or GTM will monitor contractor adherence to the contract in its entirety to include adherence to work schedules submitted to the COR and that employees perform work only related to the custodial contract during their scheduled duty hours.

E.2.2 STANDARD. The performance standard is that the Government receives no more than two (2) customer complaints per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause [FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)], if any of the services exceed the standard.

E.2.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

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

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

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

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

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

SECTION – F

DELIVERIES OR PERFORMANCE

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

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

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FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 PERIOD OF PERFORMANCE

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

F.3 DELIVERY SCHEDULE

The following items shall be delivered under this contract.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To</u>
C.1.3.2 General Instructions	1	30 days after award	COR
C.3.1.2 Schedule and Weekly Report with identified Maintenance or Safety Issues	1	Weekly	COR
C.3.1.3 Furnished Materials List (Equipment and Products)	1	30 days after award	COR

C.3.1.4 Staffing Plan	1	Prior to Award	COR
C.3.1.5 Housing Plan	1	Prior to award	COR

F.4. Notice to Proceed

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

SECTION - G

CONTRACT ADMINISTRATION DATA

G.1 652.242-70 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 CORs for this contract are;

- I. Riyadh - Hamid A. Mirza, Facility Engineer
- II. Jeddah – Anthon Petty, Facility Manager
- III. Dhahran – Melvin A. Dunagan, Facility Manager

G.1.1 Duties

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

G.2 SUBMISSION OF INVOICES

The Contractor shall submit original invoice(s) for all three locations to the Contracting Officer's Representatives (CORs) at the following address:

Riyadh (COR)
Hamid A. Mirza
American Embassy
Riyadh, Saudi Arabia

Jeddah (COR)
Anthon Petty
American Consulate Gen
Jeddah, Saudi Arabia

Dhahran (COR)
Melvin A. Dunagan
American Consulate Gen
Dhahran, Saudi Arabia

SECTION - H

SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY

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

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

H.2 STANDARDS OF CONDUCT

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

(c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(e) 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.

(f) 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.

(g) **Key Control.** The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

H.3 PERSONNEL HEALTH REQUIREMENTS

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

H.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

(a) **Bonds.** The Government imposes bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

(b) **Employee Salary Benefits.** The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.

(c) **Personal Injury, Property Loss or Damage (Liability).** The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

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

General Liability

(1) Bodily Injury stated in Saudi Arabian Riyal

Per Occurrence	SR500,000.00
Cumulative	SR500,000.00

(2) Property Damage stated Saudi Arabian Riyal

Per Occurrence	SR500,000.00
Cumulative	SR500,000.00

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

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

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

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

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

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

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

(e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract.

The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

H.5 CERTIFICATE OF INSURANCE

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

H.6 SAFETY AND SANITATION

H.6.1 Safety. The Contractor shall abide by all safety requirements of all U.S. and local Government regulations and specifically all safety requirements in the latest edition of the U.S. Army Corps of Engineers EM 385-1-1 safety and health requirements manual (which can be accessed in English or Arabic at <http://www.publications.usace.army.mil/USACEPublications/EngineerManuals.aspx>). The contractor is expected to develop hazard control methods in accordance with Em 385-1-1 and comply with the requirements of in this manual through the duration of the project. The contractor must also abide by United States Occupational Safety and Health Administration (OSHA) safety requirements.

H.6.1.1 The Contractor shall implement EM 385 1-1 and OSHA requirements including the use of appropriate barricades and signs to include wet floor signage, proper fall protection for elevated work, proper inspection and use of all equipment including ladders and electrical appliances which should be properly wired, especially those that require the use of a GFCI (e.g. pressure washers), and proper use of personal protective equipment (PPE). PPE includes the use of gloves, masks, and skin and eye protection. Closed-toed shoes must be used at all times. Ear protection must all be used as specified by the cited regulations.

H.6.1.2 The contractor shall ensure that the on-site supervisor is the contractor's designated safety official for the contract and has authority to stop unsafe work and submit activity hazard analyses (AHAs) and safety plans for high risk contract activities to the COR. These activities include those involving elevated work, hoisting, rigging, work in confined spaces and work near electrical equipment with medium voltages. Hazardous activities include custodial activities that are done where personnel must stand or be anchored at 6 feet higher than the floor or ground and activities that require non-routine chemical usage. For all hazardous activities the on-site supervisor

must be present to ensure safety plans are followed. The on-site supervisor should have and be familiar with all Material Safety Data Sheets (MSDS) information for all of the chemicals used by the custodial staff and provide appropriate use and storage of the materials based on these records. This designated individual must follow directions of the Post Occupational Safety Officer (POSHO) and Assistant Post Occupational Safety Officer (APOSHO) on issues related to safety. In addition to the COR both the APOSHO and POSHO have authority to stop unsafe work by the contractor at any time.

H.6.1.3 The contractor shall provide a safety plan or policy with solicitation materials which will be abided by throughout the duration of the contract.

H.6.2 Sanitation. The contractor shall implement cleaning strategies or standards for sanitation purposes and appearance. These efforts should include at a minimum:

- Avoiding cross contamination in restroom cleaning by cleaning towards toilet fixtures and utilizing specific cleaning materials for restrooms floors and toilet fixtures that are used in no other location.
- Using two-chamber buckets or bucket carts when mopping that minimize cross contamination between clean and soiled water.
- Cleaning the loading dock trash collection areas daily
- Cleaning refrigerator drip pans periodically as designated by COR
- Cleaning walk off mats twice daily after major traffic flows.
- When cleaning restrooms pour ½ gallon of clean water in all floor drains daily.
- Laundering cloth rags used for general cleaning frequently.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

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FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>CLAUSE</u>	<u>TITLE AND CLAUSE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON
POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- 52.204-9 PERSONAL IDENTIFY VERIFICATION OF CONTRACTOR PERSONNEL
(JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER
SUBCONTRACT AWARDS (JULY 2013)
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE
(DEC 2012)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
- 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV
2014)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,
OR PROPOSED FOR DEBARMENT (AUG 2013)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING
RESPONSIBILITY MATTERS (JULY 2013)
- 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
- 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT
FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED
COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING
DATA – MODIFICATIONS (OCT 2010)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 2010)
- 52.222-19 CHILD LABOR – COOPERATION WITH
AUTHORITIES AND REMEDIES (JAN 2014)

- 52.222.50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-2 PRIVACY ACT (APR 1984)
- 52.225-5 TRADE AGREEMENTS (NOV 2013)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATIONS OF FUNDS (JUNE 2013)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
- 52.232-25 PROMPT PAYMENT (JULY 2013)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -
SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
SUBCONTRACTORS (DEC 2013)
- 52.233-1 DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT
CLAIM (OCT 2004)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS,
EQUIPMENT AND VEGETATION (APR 1984)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.242-13 BANKRUPTCY (JULY 1995)
- 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
- 52.244-6 SUBCONTRACTOR AND COMMERCIAL ITEMS (JULY 2014)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION
OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)
- 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)
- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-
PRICE) (APR 2012) – ALTERNATE I (SEPT 1996)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE
GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2 FAR CLAUSES IN FULL TEXT:

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 six (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 (MARCH 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(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 5 years.

(End of clause)

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

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

I.3 DOSAR CLAUSES IN FULL TEXT

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

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

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

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. The Contracting Officer must make all modifications to the contract in writing.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

New Year's Day	January 01, 2015
Martin Luther King's Birthday	January 19, 2015
Washington's Birthday	February 15, 2015
Memorial Day	May 24, 2015
Independence Day	July 05, 2015
Labor Day	September 06, 2015
Columbus Day	October 11, 2015
Veterans Day	November 11, 2015
Thanksgiving Day	November 26, 2015
Christmas Day	December 24, 2015

SAUDI LOCAL HOLIDAYS

*Eid-al-Fitr Ramadan	July 19 – July 23, 2015
*Eid-al-Adha/Hajj	September 22 – September 28, 2015
Saudi National Day	September 23, 2015

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

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

(c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

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

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

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

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

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

(End of clause)

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

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

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

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

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

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

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

use, including the performance of contractual services within that country, as may be defined by such regulations.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I.4. CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

SECTION - J

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

- J.2, Exhibit A - LOCATIONS AND TIME FRAME FOR JANITORIAL SERVICES (RIYADH, JEDDAH AND DHAHRAN)
- J.3, Exhibit B - CONTRACTOR FURNISHED MATERIALS
- J.4, Exhibit C - COMBATING TRAFFICKING IN PERSONS (TIP)
CONTRACTOR FURNISHED HOUSING FOR WORKERS
- J.5, Exhibit D - GOVERNMENT FURNISHED PROPERTY
- J. 6, Exhibit E - CLEANING GUIDANCE FOR WATER COOLERS AND WATER BOTTLES

J.2 Exhibit – A-1 (RIYADH)						
LOCATIONS AND TIMES FOR JANITORIAL SERVICES						
All standard services are to be delivered Saturday - Thursday.						
LOCATION: CHANCERY GROUND FLOOR				TOTAL AREA: 6,373.48 SQM		
SCHEDULE HOURS		OFFICE HOURS (0800 – 1700)		ESCORT	YES/NO	
Ground floor which consists of:	CARPETED SQ/M	VINYL FL SQ/M	CONCRETE SQ/M	TILED SQ/M	TOTAL SQ/M	ESCORT YES/NO
Multipurpose room	174.68				174.68	
Gallery	202.21				202.21	
Conference room A and B	96.97				96.97	
Corridor	56.64				56.64	
Kitchen		28.90			28.90	
Storage			36.96		36.96	
Projection room			15.96		15.96	
Rest room				51.25	51.25	
Entrance (granite floor)				21.25	21.25	
FCS, CONSULAR:						
FCS library	162.00				162.00	
Corridor	150.07				150.07	
Consular Waiting	133.09				133.09	
American Waiting	60.09				60.09	
Restrooms Waiting				40.92	40.92	
Restrooms opp. Health unit				47.06	47.06	
Corridor post 1 to CONS	201.09				201.09	
Consular Offices	424.65				424.65	
Storage			44.89		44.89	
Kitchen				23.81	23.81	
IRS Offices	115.92				115.92	
HEALTH UNIT						
Health unit corridor		56.00			56.00	
Treatment RM, X-ray & Lab		91.45			91.45	
Restrooms				22.75	22.75	
Det. Office, Nurse	120.13				120.13	
Driver's room						
MAILROOM, S/BOARD, POST-1, MAIN LOBBY, SUPPLYROOM, USIS, ETC						
Corridor mail room , S/Board	90.57				95.57	Yes
Employee enter/file room	22.24				22.24	Yes
Tel room, radio room, storage		81.23			81.23	
Mail room, copy room		86.49			86.49	
S/Board, PCO, Tel Tech. room	50.26				50.26	
Restrooms Char force				45.50	45.50	
Gen # 2, USERA store room			112.72		112.72	Yes
Post - 1	59.04				59.04	Yes
Granite area Lobby				237.00	237.00	
GSO Lobby (mosaic tile)				97.32	97.32	

J.2 Exhibit – A-1 RIYADH (CONTINUED)						
LOCATIONS AND TIMES FOR JANITORIAL SERVICES						
All standard services are to be delivered on regular Embassy work days.						
LOCATION:	CHANCERY GROUND FLOOR			TOTAL AREA: 6,373.48 SQM		
SCHEDULE HOURS	OFFICE HOURS (0800 – 1700)			ESCORT	YES/NO	
Ground floor which consists of:	CARPETED SQ/M	VINYL FL SQ/M	CONCRETE SQ/M	TILED SQ/M	TOTAL SQ/M	ESCORT YES/NO
GSO Warehouse			606.62		606.62	Yes
Restroom				24.02	24.02	
Multipurpose room DPC	99.93				99.93	
Corridor	72.22				72.22	
Prog/center	222.70				222.70	
Maintenance Lunch room	14.62				14.62	
Storage/Maint. Shop						
Elevator room, Guard booths			91.73		91.73	Yes
Motor Pool	61.75				61.75	
Restrooms				42.90	42.90	
Garage, Carwash, Pump room						
Spare parts room, mech. Shop			236.04		236.04	Yes
USERA Offices	129.96				129.96	
Commissary	42.96				42.96	
Corridor			22.65		22.65	
Restroom				3.60	3.60	
Elevator # 5		3.60			3.60	
Loading dock			245.85		245.85	
Stairwell carpeted (GSO)	18.50				18.50	
Stairwell Exit			337.80		337.80	
GROUND FLOOR TOTAL:	3271.13	356.40	1851.41	894.54	6373.48	

J.2 Exhibit – A-1 RIYADH (CONTINUED)						
LOCATIONS AND TIMES FOR JANITORIAL SERVICES						
All standard services are to be delivered on regular Embassy work days.						
LOCATION:	CHANCERY FIRST FLOOR			TOTAL AREA: 4,249.71 SQM		
SCHEDULE HOURS	OFFICE HOURS (0800 – 1700)			ESCORT	YES/NO	
First floor which consists of:	CARPETED SQ/M	VINYL FL SQ/M	CONCRETE SQ/M	TILED SQ/M	TOTAL SQ/M	ESCORT YES/NO
PD, HR, FMC, MGT, DAO, RSO, OPM-MOI, ISC						
PD Offices	315.00				315.00	
PD Corridor	77.60				77.60	
PD Kitchen				23.61	23.61	
FMC and HR Offices	392.00				392.00	
FMC/HR Corridor	99.00				99.00	
FMC CONS, FMC Storage	42.00				44.00	
HR Storage	20.48				20.48	
Cashier, Translator, Recep	153.36				153.36	Yes
Admin Conference room	74.55				74.55	
Corridor DAO to PD	182.50				182.50	
Utility room				5.40	5.40	
DAO Offices	341.60				341.60	Yes
Admin/RSO Offices	98.00				98.00	Yes
ISC Offices	147.00				147.00	Yes
Admin/ISC Corridor	63.00				63.00	
Admin/ISC Kitchen				22.74	22.74	
Restrooms (opp Admin)				47.60	47.60	
OPM-MOI Triangle Office	99.00				99.00	
CAFETERIA						
Cafeteria lounge and exec dining rm	242.48				242.48	
Cafeteria serving line				19.00	19.00	
Cafeteria Kitchen				181.30	181.30	
Cafeteria Food Storage				21.56	21.56	Yes
Walk Inn Freezer				22.00	22.00	Yes
Restroom next to Kitchen				5.25	5.25	
ATO, TRAVEL, CLO RABBIT WARREN						
Office in Rabbit warren	261.22				261.22	
Elevator # 4 (Cargo)		12.35			12.35	
Corridor (mosaic)				79.28	79.28	
CLO, Travel Offices	150.02				150.02	
ATO Offices	102.86				102.86	Yes

J.2 Exhibit - A-1 RIYADH (CONTINUED)						
LOCATIONS AND TIMES FOR JANITORIAL SERVICES						
All standard services are to be delivered on regular Embassy work days.						
LOCATION:	CHANCERY FIRST FLOOR			TOTAL AREA: 4,249.71 SQM		
SCHEDULE HOURS	OFFICE HOURS (0800 – 1700)			ESCORT	YES/NO	
First Floor which consists of:	CARPETED SQ/M	VINYL FL SQ/M	CONCRETE SQ/M	TILED SQ/M	TOTAL SQ/M	ESCORT YES/NO
GSO, FCS						
GSO Offices	262.21				262.21	
GSO Corridor	31.25				31.25	
Restrooms GSO				43.88	43.88	
FCS Offices	273.76				273.76	
FCS recep/Corridor	53.00				53.00	
UNCLE SAM, GYM						
Restrooms Uncle Sam				63.05	63.05	
Uncle Sam	89.09				89.09	
Kitchen				22.79	22.79	
Storage			18.96		18.96	
GYM		89.96			89.96	
FIRST FLOOR TOTAL	3570.98	102.31	18.96	557.46	4249.71	

J.2 Exhibit – A-1 RIYADH (CONTINUED)						
LOCATIONS AND TIMES FOR JANITORIAL SERVICES						
All standard services are to be delivered on regular Embassy work days.						
LOCATION:	CHANCERY SECOND FLOOR			TOTAL AREA: 1,655.89 SQM		
SCHEDULE HOURS	OFFICE HOURS (0530 – 0730)			ESCORT	YES/NO	
Second floor which consists of:	CARPETED SQ/M	VINYL FL SQ/M	CONCRETE SQ/M	TILED SQ/M	TOTAL SQ/M	ESCORT YES/NO
FRONT OFFICE						
Front Office/reception	98.00				98.00	Yes
AMB. And DCM Offices	124.50				124.50	Yes
AMB. Pantry (kitchen)				11.20	11.20	Yes
AMB. Restroom				9.50	9.50	Yes
Executive kitchen				22.33	22.33	Yes
POLITICAL, ECON, CPU, ADMIN						
POL Offices	315.00				315.00	Yes
Corridor POL	77.00				77.00	Yes
POL Kitchen				23.61	23.61	Yes
ECON Offices	199.00				199.00	Yes
ECON Corridor	93.73				93.73	Yes
ECON Conference room	39.46				39.46	Yes
ECON Xerox Kitchen				25.56	25.56	Yes
Distraction room	25.20				25.20	Yes
Main Corridor	112.59				112.59	Yes
Bathrooms				47.61	47.61	Yes
CPU Corridor (outside)	63.38				63.38	Yes
Elevator # 3 (single)	6.60				6.60	Yes
Utility room				5.28	5.28	Yes
Admin B Offices	270.16				270.16	Yes
Admin B Corridor	67.92				67.92	Yes
Admin B Bathroom				11.00	11.00	Yes
Entrance			7.26		7.26	Yes
SECOND FLOOR TOTAL:	1492.54		7.26	156.09	165.89	Yes

J.2 Exhibit – A-1 RIYADH (CONTINUED)						
LOCATIONS AND TIMES FOR JANITORIAL SERVICES						
All standard services are to be delivered on regular Embassy work days.						
LOCATION:	GSO ANNEX (WADI ARQA)			TOTAL AREA: 8,915.16 SQM		
SCHEDULE HOURS	OFFICE HOURS (0800 – 1700)			ESCORT	YES/NO	
GSO Annex which consists of:	CARPETED SQ/M	VINYL FL SQ/M	CONCRETE SQ/M	TILED SQ/M	TOTAL SQ/M	ESCORT YES/NO
GSO MAINTENANCE						
Maintenance Offices	134.80				134.80	
Lounge		57.37			57.37	
Locker/shower room		26.64			26.64	
Tool room		22.50			22.50	
DPC Annex	52.50				52.50	
Restrooms Men/Women				4.92	4.92	
Hallway		76.92			76.92	
Storage room		62.48			62.48	
Maintenance Supply*			255.60		255.60	Yes
Electric/Plumbing shop*			250.20		250.20	
Air Conditioning shop*			180.00		180.00	
Carpentry shop*			324.00		324.00	
TEMPORARY SAFE HAVENS (4)			48.78		195.12	
GSO WAREHOUSE*						
Warehouse property/supply	129.60				129.60	Yes
AGSO Office	23.04				23.04	
Telephone Equipment room	18.72				18.72	Yes
Conference room	46.08				46.08	
Storage area			406.26		406.26	Yes
Holding area			173.85		173.85	
Restrooms				70.50	70.50	
Warehouse			2060.12		2060.12	
Storage area, mezzanine			727.32		727.32	Yes
Hallway			11.52		11.52	
Storage room			20.16		20.16	Yes
AUTO MAINTENANCE BAY*						
Auto maintenance workshop						
Storage, office areas			1158.00		1158.00	
ACS storage room*			24.00		24.00	Yes
USERA storage room*			24.00		24.00	Yes

*Cleaning of these areas requires an escort and shall be coordinated by the COR

J.2 Exhibit – A-1 RIYADH (CONTINUED)						
LOCATIONS AND TIMES FOR JANITORIAL SERVICES						
All standard services are to be delivered on regular Embassy work days.						
LOCATION:	GSO ANNEX (WADI ARQA)			TOTAL AREA: 8,915.16 SQM		
SCHEDULE HOURS	OFFICE HOURS (0800 – 1700)			ESCORT	YES/NO	
GSO Annex which consists of:	CARPETED SQ/M	VINYL FL SQ/M	CONCRETE SQ/M	TILED SQ/M	TOTAL SQ/M	ESCORT YES/NO
ACS OFFICES						
ACS offices and hallway	529.00				529.00	
Locker room		52.00			52.00	
Restrooms		39.00			39.00	
Kitchen		64.00			64.00	
Guard booth			20.00		20.00	
GSO ANNEX TOTAL	1661.87	1185.91	5635.03	432.35	8915.16	

J.2 Exhibit – A-1 RIYADH (CONTINUED)						
LOCATIONS AND TIMES FOR JANITORIAL SERVICES						
All standard services are to be delivered on regular Embassy work days.						
LOCATION:	AMBASSADOR RESIDENCE			TOTAL AREA: 81.05 SQM		
SCHEDULE HOURS					ESCORT	YES/NO
Ambassador Residence which consists of:	CARPETED SQ/M	VINYL FL SQ/M	CONCRETE SQ/M	TILED SQ/M	TOTAL SQ/M	ESCORT YES/NO
GUARD HOUSE						
Guard's Post	7.04				7.04	
Toilet		3.01			3.01	
CABANA						
Women's		33.00			33.00	
Men's		33.00			33.00	
Outside Washbasin		5.00			5.00	
Other Areas						
AMBASSADOR RES. TOTAL	7.04	74.01			81.05	

J.2 Exhibit – A-2 (JEDDAH)						
AMERICAN CONSULATE GENERAL JEDDAH						
LOCATIONS AND TIMES FOR JANITORIAL SERVICES						
All standard services are to be delivered on regular Consulate work days.						
LOCATION: MAIN CONSULATE BUILDING			TOTAL AREA: 5.727.11 SQM			
SCHEDULE HOURS		OFFICE HOURS (0800 – 1700)		ESCORT		YES/NO
American Consulate General Jeddah which consists of:	CARPETED SQ/M	VINYL FL SQ/M	CONCRETE SQ/M	TILED SQ/M	TOTAL SQ/M	ESCORT YES/NO
MGMT Secretary Office	19.89				19.89	
MGMT Officer Office	20.17				20.17	
Expediter	15.89				15.89	
Travel office	17.47				17.47	
Ladies Bathroom				16.82	16.82	
Gents Bathroom				16.54	16.54	
Admin Assistant	15.80				15.80	
AEFSA Office	13.10				13.10	
CLO Office	60.20				60.20	
Protocol	15.89				15.89	
PD Section	328.44				328.44	
Consular Section	426.12				426.12	
Cashier	18.68				18.68	
Switchboard Operator	15.06				15.06	
ADP	53.35				53.35	
USFCS	87.36				87.36	
Auditorium	90.80				90.80	
Personnel	28.25				28.25	
Front Lobby				37.08	37.08	
Admin Hallway	168.87				168.87	
Conference room	35.32				35.32	Yes
Consul General's Office	59.85				59.85	Yes
CG Secretary Office	37.64				37.64	Yes
CG Bathroom		7.42			7.42	Yes
Political Office	60.32				60.32	Yes
Ladies Bathroom				15.34	15.34	Yes
BPM Office	213.10				213.10	Yes
Gents Bathroom				7.71	7.71	Yes
Executive Hallway	205.86				205.86	Yes
Ambassador Office	32.62				32.62	Yes
DHS Office	14.96				14.96	Yes
RSO Office	20.54				20.54	Yes
RSO Secretary Office	17.38				17.38	Yes
FSN Security Office	25.37				25.37	
Post One	12.08				12.08	Yes
MSG Offices	39.03				39.03	Yes

J.2 Exhibit – A-2 (JEDDAH) (CONTINUED)						
AMERICAN CONSULATE GENERAL JEDDAH						
LOCATIONS AND TIMES FOR JANITORIAL SERVICES						
All standard services are to be delivered on regular Consulate work days.						
LOCATION:	MAIN CONSULATE BUILDING			TOTAL AREA: 5,727.11 SQM		
SCHEDULE HOURS	OFFICE HOURS (0800 – 1700)			ESCORT	YES/NO	
American Consulate General Jeddah which consists of:	CARPETED SQ/M	VINYL FL SQ/M	CONCRETE SQ/M	TILED SQ/M	TOTAL SQ/M	ESCORT YES/NO
OTHER AREAS:						
MSG GYM	146.93				146.93	Yes
Security Details Rooms				49.26	49.26	
GSO Utility Offices				739.31	739.31	
Mail Room				20.07	20.07	
GSO Office	84.01				84.01	
Health Unit				125.00	125.00	
Staff Apt. 9	44.20				44.20	
GOR Office	56.10				56.10	
Alpha Gate				49.40	49.40	
Bravo Gate				31.36	31.36	
LGF Lunch room				30.25	30.25	
Warehouse Bathroom				2.60	2.60	
Security detail bathroom				2.20	2.20	
Gate bathroom				4.32	4.32	
LGF Office				26.64	26.64	
Motorpool Bathroom				4.00	4.00	
Carpentry Bathroom				16.05	16.05	
Motorpool Offices				123.50	123.50	
Swimming Pool Bathrooms				35.32	35.32	
Swimming Pool area			400.00		400.00	
FAC Management Office	29.52				29.52	
FAC Hallway			69.40		69.40	
Electrical Workshop			44.34		44.34	
Motorpool Hallway			22.19		22.19	
Prayer Room	40.51				40.51	
GSO Annex Garage and Storage			67.2		67.2	
Auto Workshop			118.91		118.91	
Auto Workshop Office			6.91		6.91	
Auto Workshop Storage			6.67		6.67	
Carpentry Workshop			94.12		94.12	
Guard Breakrooms			73.32		73.32	
Warehouse (Main)			457.14		457.14	
Crawford #1				92.47	92.47	
EMR	232.3				232.3	
CAT Room	60.2				60.2	Yes

J.2 Exhibit - A -3 (DHAHRAN)						
AMERICAN CONSULATE GENERAL DHAHRAN						
LOCATIONS AND TIMES FOR JANITORIAL SERVICES						
All standard services are to be delivered on regular Consulate work days.						
LOCATION:	MAIN CONSULATE BUILDING			TOTAL AREA: 2,902.00 SQM		
SCHEDULE HOURS	OFFICE HOURS (0800 – 1700)			ESCORT	YES/NO	
American Consulate General Dhahran which consists of:	CARPETED SQ/M	VINYL FL SQ/M	CONCRETE SQ/M	TILED SQ/M	TOTAL SQ/M	ESCORT YES/NO
Admin/CLO/HR/Conference						
Room, All 2 nd floor	150.00				150.00	Yes
PD/POL/ECON	65.00				65.00	Yes
Executive Wing	140.00			10.00	150.00	Yes
Executive Hallway				65.00	65.00	Yes
DHS office	35.00				35.00	Yes
Consular Section	120.00				120.00	Yes
Consular waiting area				120.00	120.00	Yes
RSO / ARSO Offices	42.00				42.00	Yes
Gunny's Office	14.00				14.00	Yes
Post-1 and Telephone Operator				12.00	12.00	Yes
Marine storage	36.00				36.00	Yes
Post -1 Lobby				26.00	26.00	Yes
CLO Office	17.00				17.00	Yes
USFCS	147.00			7.00	154.00	
Education Center/LGF Ready RM	124.00	41.00		7.00	257.00	
American Rec. Center	122.00		28.00	260.00	410.00	Yes
APO/Health Unit				75.00	75.00	Yes
NEEDS TO BE CLEANED ON DAILY BASIS						
LGF Commander Officer	86.00				86.00	Yes
MPR (Multi Purpose Room)		205.00		10.00	215.00	
Warehouse			150.00		150.00	
Motor Pool		12.00		33.00	45.00	
Maint. Shop & all Toilets		30.00	218.00	12.00	260.00	
Post-2				14.00	14.00	Yes
COB Basement			39.00	118.00	157.00	
CG's Details	96.00				96.00	
Computer room	18.00				18.00	
COB generator room			50.00		50.00	
Gardener's toilet			10.00		10.00	
GSO Offices	95.00			16.00	111.00	
Maint. Gate LGF Post				56.00	56.00	
Vehicle Inspection Building				76.00	76.00	
PAC Business gate				39.00	39.00	
Main gate LGF rest room				20.00	20.00	
Mailroom			20.00		20.00	
SANG Gun Post			28.00		28.00	

J.3

EXHIBIT B

CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the standard and temporary additional services as specified in this contract. Such items include, but are not limited to uniforms, personnel equipment, tools, cleaning supplies, equipment and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service.

The Contractor shall use only environmentally preferable chemical cleaning-products. The Contractor shall identify products by brand name for each of the following product types and submit products identification within 30 days from contract award date:

- (a) All-purpose cleaner
- (b) General degreaser
- (c) General disinfectant
- (d) Graffiti remover
- (e) Chrome and brass cleaner/polish
- (f) Glass cleaner
- (g) Furniture polish
- (h) Floor stripper
- (i) Floor finisher
- (j) Carpet cleaner
- (k) Solvent spotter
- (l) Gum remover
- (m) Wood floor finish
- (n) Bathroom hand cleaner/soap
- (o) Bathroom disinfectant
- (p) Bathroom cleaner
- (q) Bathroom deodorizers
- (r) Urinal and toilet bowl deodorizers
- (s) Lime and scale remover
- (t) Floor detergent
- (u) Floor wax
- (v) Hard floor surface cleaner
- (w) Carpet Shampoo
- (x) Screen cleaner for computer monitors

In addition, the Contractor shall provide following non-chemical products containing the maximum feasible amount of recovered materials:

(1) General Purpose Industrial Wipes - The general purpose industrial wipes must contain at least 100% recovered materials and 40% post-consumer content.

(2) Plastic Trash Bags - Plastic trash bags must contain at least 25% post-consumer content. Including but not limited to 5 gallon and 50 gallon sizes

(3) Equipment List:

- a. Cloths, pads, sponges, etc.
- b. Mops, mop buckets, brooms, sweepers, squeegees
- c. Vacuums (wide area and spot/crevice), buffers, carpet extractors
- d. Carts and tools
- e. Window washing equipment
- f. Pressure washer (GFCI protected)

(4) Safety Personal Protective Equipment (PPE) including ladders which meet ANSI standards.

Information on environmentally preferable products (EPP) is available on the Internet at <http://www.epa.gov/epp/>

All non-chemical products (paper, plastic, etc.) should conform to the Environmental Protection Agency (EPA) Comprehensive Procurement Guide (CPG) if the products are CPG-designated items. CPG information is available on the Internet at: <http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm>

Contractors may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

Once this list of products has been approved by the Contracting Officer, the Contractor is responsible for using only those approved cleaning chemical products in the building. If for some reason the product is found later to be ineffective, the Contractor would otherwise like to propose an alternative product, or the Contracting Officer would like to propose a more environmentally-preferable product, either the Contractor or Contracting Officer may propose for consideration an "equal" product. If the parties agree to the replacement product, the contract will be modified.

NOTE: All Contractor furnished materials including equipment that will be used for the contract must be approved by COR prior to use. A furnished materials list including equipment and products must be provided by the Contractor 30 days after award for COR approval.

J.4

EXHIBIT C

CONTRACTOR FURNISHED HOUSING FOR WORKERS

The Contractor is required to provide room and board for each of the workers which include at a minimum the following items: single size bed and bedding assigned to each individual, an adequate ratio of bathroom facilities to occupants, lounge area, common area and kitchen area with storage available for each worker. These facilities shall be cleaned and maintained to minimize the potential health risks by the Contractor. Equipment to maintain the facilities such as brooms, dustpans, vacuums, fire extinguishers shall be provided for workers' usage, if required.

Housing Plan

1. The Contractor will submit a Housing Plan if the Contractor intends to provide employer furnished housing for TCNs. The Housing Plan must describe the location and description of the proposed housing. Contractors must state in their plan that housing meets host country housing and safety standards and local codes or explain any variance.
2. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.
3. Contractor provided housing shall meet International Building Code or local code residential standards for multi-occupancy buildings.
4. Contractor provided housing shall provide security, peace and dignity, and at a minimum, meet the following measurable standards:
 - 36 to 50 square feet of living space per employee;
 - Running hot and cold water for sinks and showers;
 - Electricity adequate for occupancy to ensure lighting and safe operation of appliances;
 - Stoves and ovens with at one fully functioning burner for every eight occupants;
 - Full size refrigerator with temperature appropriate for safely storing food;
 - All appliances shall be kept fully functioning and shall be maintained according to the manufacturer's maintenance schedule;
 - Working toilets to accommodate the number of workers in the residence at a ratio of 1:8;
 - Air conditioning during the summer months; air conditioning units shall be installed according to the manufacturer's recommended space per air conditioning unit;
 - Premises shall be kept clean and sanitary;

- Kitchen and work spaces shall be kept clean and in good condition;
- Premises shall be free of rodents and vermin;
- Premises shall have sufficient egress in case of fire;
- Workers shall have access to clean drinking water;
- All plumbing shall meet international building code or local building code and shall be leak free and operating correctly;
- All roofing shall meet international building code or local building code and shall be leak free.
- No exposed copper or aluminum wiring.

The Department of State Contractor will treat employees with respect and dignity by taking the following actions:

- a) Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents or passports. Contractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation. Contractor shall provide a secure safe for storage of workers' passports and shall allow workers access to them at any time.
- b) Contractor shall provide employees with signed copies of their employment contracts, in English and the employee's native language, that define the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. These contracts must be provided prior to employee departure from their countries of origin. Contractors will provide workers with written information on relevant host country labor laws. Fraudulent recruiting practices, including deliberately misleading information, may be considered a material breach of this contract.
- c) Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/j/tip> or from the Contracting Officer.
- d) The Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).
- e) Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the

Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHOTLINE@STATE.GOV.

f) Contractor shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance except an employee legally permitted to remain in the country of work and who chooses to do so; or an employee who is a victim of trafficking seeking victim services or legal redress in the country of employment or a witness in a trafficking-related enforcement action.

g) Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to Contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.

h) The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country nationals for subcontractor performance.

On contracts for other than commercially available off the shelf items, Contractor will certify with the submission of their proposal and annually thereafter that the Contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent trafficking activities and to comply with the provisions of this clause. The certification will confirm that, to the best of its knowledge and belief, neither the prime nor subcontractor have engaged in any trafficking related activities described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause. Contracting Officer Representatives (CORs) shall evaluate Housing Plan compliance with random, at least semi-annual inspections. Inspections shall be coordinated with Regional Security Officers to ensure the safety of inspection personnel. Inspections should include a common sense evaluation of living conditions taking into account local standards, contract requirements, and the Contractor's Housing Plan. CORs may consider local government inspection and certification of housing if available, but final evaluation and determination of acceptability rests with the COR.

J-5

EXHIBIT D

GOVERNMENT FURNISHED PROPERTY

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

The Government will furnish the following property:

Changing area, Office space and office furniture to consist of office desk, chair, visitor chairs, storage cabinet, 2-drawer filing cabinet, but no office supplies such as paper clips, pencil, writing pad, etc.

1-A Equipment:

(1) Scaffolding

(2) The Government will furnish the following supplies:

Drinking cups for offices, recreation centers, security guard locations, tennis courts, etc.

Soap and sanitizer dispenser refills packets or liquid.

Toilet tissue

Paper towels

Seat covers

Sanitizing wipes

Drinking water and bottles for water coolers

The contractor will be responsible for notifying the Government in writing to the COR if any of the above expendable supplies are running below two weeks' worth of stock. Failure to do so will require the Contractor to provide a local equivalent of the listed materials in the event there are no stocks on-hand up to a period of two weeks after notifying the COR that there are no stocks of the furnished material on-hand.

In addition to these items additional equipment or materials may be furnished by the Government as determined by the COR. The contractor must use these Government furnished materials unless the Contractor can demonstrate that the furnished equipment or materials would require a modification to the contract due to a substantial change in scope or that the use of furnished equipment or materials will cause the Contractor to be unable to meet the performance standards of the contract.

When contract activities require the use of hoisting equipment or personnel lifts, the Government will provide the equipment and trained personnel to operate the equipment. In no case should the contractor operate Government furnished equipment that requires specialized training.

J-6

EXHIBIT E

Cleaning Instructions for Bottled Water Coolers

This cleaning process should be conducted every four to six months.

EQUIPMENT AND SUPPLIES NEEDED:

1. Clean rubber gloves.
2. Paper towels or clean dry towels.
3. A plastic scrub brush. A long handle will make cleaning easier. *Never use soap or detergents, steel wool or other abrasives on the reservoir.
4. A measuring spoon - one-teaspoon volume.
5. Calibrated container, e.g. 2-gallon pail.
6. Unscented household liquid bleach.
7. Clean 1-gallon container filled with bottled water.

STEPS TO CLEANING THE WATER COOLER:

Step 1 UNPLUG the power cord.

Step 2 Remove the bottle. If there is still water in the bottle, make sure that you cap or cover the bottle for re-use.

Step 3 From the COLD FAUCET drain all water from the cooler into a bucket and discard water.

Step 4 Remove the cooler top. If the cooler is equipped with a no-spill device, it may need to be removed first. Look in the reservoir to see if there is a removable baffle. If there is, remove the baffle.

Step 5 If there is water remaining in the cooler, drain it out. If the reservoir has an ice ring in it, add hot water to melt the ring and completely drain out reservoir. Do not spill water outside of the reservoir into the interior of the cooler.

Step 6 Prepare a cleaning solution in the calibrated container by adding one teaspoon of unscented household liquid bleach to each gallon of water.

Step 7 Wearing clean rubber gloves, immerse the lint-free towel and/or scrub brush in the cleaning solution. Squeeze all excess cleaning solution from the towel and aggressively clean all surfaces of the reservoir interior. DO NOT pour the cleaning solution directly into the reservoir.

Step 8 Rinse the reservoir - Carefully fill the reservoir with bottled water from the one-gallon container, to 1/2 inch from the top of the reservoir. Completely drain the rinse water from the reservoir through the COLD faucet.

Step 9 Use the same cleaning solution brush and/or cloth to clean the baffle, the cooler top, drip receptor and faucets. If your cooler is equipped with a no-spill device, it should be cleaned with the same cleaning solution. Take care not to get the air filter wet. Use the clean 1-gallon container filled with bottled water to thoroughly rinse these parts.

Step 10 Wearing rubber gloves, re-install all parts: baffle, cooler top, faucets if removed and no-spill device (if equipped).

Step 11 Place a bottle back on the cooler and drain two cups of water from each faucet, or until there is no evidence of chlorine taste and/or odor. Dry all spilled water on the cooler and floor.

Step 12 Plug the cooler back into the electrical outlet. Allow forty-five (45) minutes for the water to reach the appropriate temperature.

If you have followed these steps, the cooler is now clean.

*Cleaning instructions are per the IBWA (International Bottled Water Association) pamphlet #
05-04

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION - K

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS**

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

(a) The offeror certifies that -

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ **(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);**

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

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

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

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

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

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

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

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

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

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) **Definitions.**

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

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state or local government;

Other. State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

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

___ Name and TIN of common parent:

Name _____

TIN _____

**K.4 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—
CERTIFICATION (AUG 2009)**

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“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.

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

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561720.

(2) The small business size standard is \$16.5 million dollars.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

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

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

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

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

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

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

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

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

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

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

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

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

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

(B) Have or 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 public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

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

(D) Have or, 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.

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

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

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

(2) *Examples.*

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

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

liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: _____

Address: _____

Telephone Number: _____

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

(a) Definitions. As used in this provision:

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

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

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

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

(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 Saudi Arabia.

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

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

(d) RESERVED

(End of provision)

K.10 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION (MAY 2011)

(a) *Definition.* "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874 .

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

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

(End of provision)

SECTION – L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SUBMISSION OF OFFERS

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

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

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

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror operates an established business with a permanent address and telephone listing;
- (3) List of clients, demonstrating prior experience with relevant past performance information and references;
- (4) Evidence that the offeror can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) Evidence that the offeror has all licenses and permits required by local law (see DOSAR 652.242-73 in Section I) ;

(6) Past performance information for the last three (03) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Saudi Arabia then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(7) Evidence that the offeror/proposer can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(8) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(9) The offeror's strategic plan for Janitorial Services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or Inadequate for use, how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

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

Submit the complete offer to the address shown at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33.

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

L.1.2 Proprietary Data

Offeror shall specifically identify by page(s), paragraph(s) and sentence(s), and shall not generalize.

L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet “search engine” (for example Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS (JAN 2004)
52.237-1	SITE VISIT (APR 1984)

L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the ***Contracting Officer, Embassy of the United States of America, Diplomatic Quarter, Riyadh, Saudi Arabia.***

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

L.4 PRE-PROPOSAL CONFERENCE

A pre-proposal conference to discuss the requirements of this solicitation will be held on **Monday, May 18, 2015 at 1030 at the Multipurpose room, Embassy of the United States of America, Riyadh, Saudi Arabia.** Offerors are urged to submit written questions using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation. Attendees should bring written questions to the proposal conference. As time permits and after the Contracting Officer discusses the solicitation and written questions are answered, oral questions will be taken.

Send any questions/inquiries regarding this solicitation to:

Riyadhcontracting@state.gov or by fax at 966-11-488-7939.

L.5 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past three (03) years;

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

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

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

L.6 SITE VISIT

In accordance with FAR provision 52.237-1, Site Visit, the post will arrange for site visits on **Monday, May 18 2015 1030 in Riyadh, Tuesday, May 19, 2015 at 1100 in Jeddah, and on Thursday, May 21, 2015 in Dhahran at 1100.**

Offerors should contact ***Tel: 966-11-488-3800, Fax: 966-11-488-7939*** to make appropriate arrangements. Email: Riyadhcontracting@state.gov.

Offerors intending to participate in the pre-proposal conference shall be required to submit the following information no later than COB Monday, May 11, 2015 to obtain security clearance either by email or by fax.

Attendance is limited to no more than two persons per company.

Full Name:

Nationality:

Date and Place of Birth:

Clear copies of the residence permit, ID or iqama, etc.

NOTE TO INTERESTED VENDORS: Due to security concerns, all offerors must provide the information above in order to attend the pre-proposal conference. On the date of the pre-proposal conference, company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the pre-proposal conference without prior notification will be denied entry.

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

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

- (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 *Debra Smoker-Ali*, at *011-488-3800 and fax 011-488-7939*. For a U.S.

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) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

(End of Clause)

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

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

M.1.2. Basis for Award.

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

a) Initial Evaluation

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

b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of L.1.1(2), including a review of the offeror's proposed project manager to ensure that s/he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in L.1.1.2.3. to verify quality of past performance.

c) Price

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

d) Responsibility

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

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

- (4) Necessary organization, experience, and skills or the ability to obtain them;
- (5) Necessary equipment and facilities or the ability to obtain them; and
- (6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The Government will notify unsuccessful offerors as required by FAR 15.503.

M.1.3 Award Selection

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

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

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

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

M.3 PRICE EVALUATION

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

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government

shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.5. AWARD WITHOUT DISCUSSIONS

As stated in FAR provision 52.215-1, (included in Section L of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

M.6. 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.