



Embassy of the United States of America  
Khartoum, Sudan

March 25, 2012

To: Prospective Offerors

Subject: Solicitation number SSU40012Q0003

Enclosed is a Request for Quotation (RFQ) for Gardening Services. If you would like to submit a proposal, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 18 that follows this letter.

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 discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Proposals are due at the U.S. Embassy in Khartoum 3:30 PM, April 19, 2012.

The Embassy intends to conduct a pre-proposal conference meeting on April 1, 2012 at 2:00 PM. All prospective offerors who have received a solicitation package are invited to attend. See Section L.5 of the attached solicitation for instructions.

Please direct any questions regarding this solicitation to Mr. Yasir Alashger by telephone +249-1-8702-2660 during regular business hours.

Sincerely,

Sheila-Anne Ebert  
Contracting Officer

## SECTION A – SF-18

<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF <b>1</b>	PAGES <b>1</b>
1. REQUEST NO. <b>SSU40012Q0003</b>	2. DATE ISSUED <b>04/05/2012</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>PR 1710659</b>	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 <input type="checkbox"/>		
5a. ISSUED BY			6. DELIVER BY (Date)		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY		
NAME <b>YASIR ALASHGER</b>		TELEPHONE NUMBER		<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
		AREA CODE <b>249-1</b>	NUMBER <b>8702-2660</b>	9. DESTINATION	
8. TO:			a. NAME OF CONSIGNEE <b>US EMBASSY</b>		
a. NAME	b. COMPANY		b. STREET ADDRESS <b>KILO 10 SOBA</b>		
c. STREET ADDRESS			c. CITY <b>KHARTOUM</b>		
d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) <b>04/19/2012</b>		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.			

### 11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<b>GARDENING SERVICE FOR THE CMR &amp; DCMR</b>  <b>AS PER ATTACHED SCOPE OF WORK</b>				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

**NOTE:** Additional provisions and representations  are  are not attached.

13. NAME AND ADDRESS OF QUOTER		14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER		<b>SHEILA ANNE - EBERT</b>	<b>03/25/2012</b>
b. STREET ADDRESS			16. SIGNER
c. COUNTY		a. NAME (Type or print)	b. TELEPHONE
d. CITY		AREA CODE	
e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER
		<b>CONTRACTING OFFICER</b>	

## **SECTION B - SERVICES AND PRICES**

### **B.1 SCOPE OF SERVICES**

The Contractor shall provide Gardening Services for the U.S. Embassy Khartoum.

### **B.2 TYPE OF CONTRACT**

This is a fixed price contract for standard services. Time and materials basis for temporary additional services are out of the scope of work.

### **B.3 TYPES OF SERVICES**

Standard Services. The Contractor shall provide standard gardening services as specified in Section C for properties listed in Exhibit A.

### **B.4 PRICING**

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

### **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:

Per Month \_\_\_\_\_

Per Year \_\_\_\_\_ (Per month x 12)

B.6 FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months

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

Per Month \_\_\_\_\_

Per Year \_\_\_\_\_ (Per month x 12)

B.7 SECOND OPTION YEAR PRICES

Option Term: Twelve (12) Months

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

Per Month \_\_\_\_\_

Per Year \_\_\_\_\_ (Per month x 12)

B.8 GRAND TOTAL

Base Year Total: \_\_\_\_\_

First Option Year Total: \_\_\_\_\_

Second Option Year Total: \_\_\_\_\_

GRAND TOTAL (not to exceed): \_\_\_\_\_

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 PERFORMANCE WORK STATEMENT - GARDENING SERVICES**

#### **C.2 Work Requirements**

C.2.1 General. This is a fixed-price contract for gardening services for the U.S. Embassy Khartoum. The contract contains certain ordering provisions by which the Contracting Officer or his/her representative may require additional amounts of service for special events. The contractor shall furnish managerial, administrative and direct labor personnel to accomplish all work required by this contract. Specific services are described in detail below.

C.2.2 Personnel. The contractor shall provide a qualified workforce capable of providing the services required by the contract.

#### **C.3 Definitions**

"Chancery" means the building of the Post used for official activities.

"CMR" means the official residence of the Chief of Mission/Charge d' Affaires.

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

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

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

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

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

"SOR" means Senior Officers' Residence, including the residences of the Charge d' Affaires, Deputy Chief of Mission, and the USAID Mission Director.

"Temporary Additional Services" means those services that are defined as Standard Services but are required at times other than the normal workday.

#### **C.4 General Requirements**

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the U.S. Post and properties are an important part of the

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

## C.5 Management and Supervision

C.5.1 Supervision. The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skills to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.

C.5.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that staff can effectively perform their services without placing a burden on the security personnel of the Post. Standard Services shall be delivered between the hours of 8:00 AM and 4:00 PM Sunday through Thursday. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

C.5.3 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.5.4 Technical Guidance. The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop and guide the Contractor's programs for lawn and tree care.

C.5.5 Grounds Maintenance Plan. The Contractor shall submit an annual Grounds Maintenance Plan that reflects the proposed frequency for meeting the requirements of this contract. The Grounds Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The Contractor shall submit the Grounds Maintenance Plan to the COR for approval within 30 days after contract award.

## C.6 Lawn Care

- C.6.1 Grass Cutting. The Contractor shall maintain the height of grass between 4 and 6 centimeters. The Contractor is responsible for all equipment and fuels needed to complete this task.
- C.6.2 Edging. The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.
- C.6.3 Trimming. The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, driveways, poles, and structures, so that grass height does not exceed the height of the adjacent grass.
- C.6.4 Weeding. The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval of the COR for all applications of weed killers.
- C.6.5 Turf Repair and Reestablishment. The contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and normal foot traffic. The damaged area shall be filled in and leveled and then seeded or sodded, and maintained to conform to adjacent areas.
- C.6.6 The method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair shall be part of the Contractor's Grounds Maintenance Plan.

## C.7 Pruning

- C.7.1 The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.
- C.7.2 The Contractor shall prepare a written schedule, as part of the Grounds Maintenance Plan, showing the method, frequencies, and dates of pruning.
- C.7.3 The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to:
- direct and encourage plant growth in directions desired,
  - remove dead and unsightly growth, and
  - maintain a neat and attractive appearance.

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

- C.7.4 At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.

- C.8 Flowering Plants. The contractor shall, on a daily basis maintain flowering plants and flowers to maintain a neat and attractive appearance. A minimum of 100 plants will be planted and maintained on each property. This will be a combination of potted plants within the residence plus plants in banks of soil on the property.
- C.9 Soil Preparation. The soil in Khartoum tends to be of a sticky muddy nature not always conducive to good plant growth and general appearance. The contractor will mix the soil with other top soil to create a more pleasing appearance as well as produce better plant growth.
- C.10 Leaf Removal. The contractor shall, on a weekly basis, remove leaves and pine needles from the properties listed in Section J, Exhibit A.
- C.11 Recycled Materials. The Contractor shall promote recycled uses for lawn and tree debris in meeting other gardening needs, such as mulch and compost.
- C.12 Removal of Debris. The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation and flowers, and all types of trash from the maintained areas including walkways, stairways, driveways, and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each work day. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.
- C.13 Watering
- C.13.1 The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of seven (7) centimeters. If natural precipitation is sufficient to fulfill this requirement, the Contractor may request the COR's permission to suspend watering to avoid too much water in the soil.
- C.13.2 The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall take into account the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.
- C.13.3 The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.
- C.13.4 The Government shall furnish the supply of water.
- C.14 Fertilizer
- C.14.1 The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.

- C.14.2 The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan. The fertilizer type shall be approved by the COR.
- C.14.3 The Contractor shall fertilize the lawn areas a minimum of two times per year.
- C.14.4 The Contractor shall apply weed killer once a year. If weed killer is not required, the contractor shall request a waiver in writing from the COR. The type of weed killer shall be approved by the COR.
- C.14.5 The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of once a year.
- C.15 Pest and Disease Control. The Contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the COR for all pesticides prior to use.
- C.15.1 The Contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.
- C.16 Hazardous and Toxic Substances. It is the Contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement.
- C.17 Temporary Additional Services. Standard services may be required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services required by paragraph C.5 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.17.1 The Contractor shall include in its next regular invoice details of the temporary additional services and any materials provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.

## **SECTION D - 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 (FAR) CLAUSES (48 CFR CH. 1)

<u>Clause</u>	<u>Title</u>	<u>Date</u>
52.246-4	INSPECTION OF SERVICES –FIXED-PRICE	AUG 1996
52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001

### E.2 APPLICABILITY OF INSPECTION CLAUSES

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

E.3 QUALITY ASSURANCE AND 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.

<b>Performance Objective</b>	<b>PWS Para</b>	<b>Performance Threshold</b>
<b><u>Services.</u></b> Perform all gardening services set forth in the performance work statement (PWS)	C.1 thru C.15	All required services are performed and no more than one (1) customer complaint is received per month

E.3.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

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

### E.3.3 PROCEDURES

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

#### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-15	STOP-WORK ORDER (ALT I)	APR 1984*
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

#### \*APPLICABILITY OF STOP-WORK ORDER CLAUSES

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

### F.2 PERIOD OF PERFORMANCE

The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with two, 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>DELIVERABLE</u>	<u>DUE DATE</u>
Grounds Maintenance Plan (C.5.5)	30 days after date of contract award

Pruning Schedule (C.7.2) 30 days after date of contract award

Names, biographic data, police clearance on Contractor personnel (H.1) 20 days after date of contract award

Certificate of Insurance (H.5) 7 days after date of contract award

F.4 Notice to Proceed

After contract award and submission of acceptable insurance certificates, the Government will send the Contractor a Notice to Proceed. The 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. MONITORING OF THE CONTRACTOR

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

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

(b) The COR for this contract is the General Services Office.

#### G.1.2 DUTIES

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

### G.2 SUBMISSION OF INVOICES

The Contractor shall submit invoices to the Contracting Officer's Representative (COR) through the Financial Management Office (FMO) at the following address:

**U.S. Embassy Khartoum  
ATTN: Finance Management Office  
Kilo 10, Block 88  
Soba  
Khartoum, Sudan**

G.2.1 The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 SECURITY

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

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

### H.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.
- (d) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- (e) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
  - unauthorized use of Government property, theft, vandalism, or immoral conduct;
  - unethical or improper use of official authority or credentials;
  - security violations; and,
  - organizing or participating in gambling in any form.
- (f) **Key Control.** The Contractor shall receive secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

### H.3 PERSONNEL HEALTH REQUIREMENTS

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

### H.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

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

- (d) Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. 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 SDG

Per Occurrence	30,000.00
Cumulative	100,000.00

- (2) Property Damage stated in SDG:

Per Occurrence	30,000.00
Cumulative	100,000.00

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 TRANSITION PLAN

Within 10 days after contract award, the Contracting Officer may request that the Contractor develop a plan for preparing the Contractor to assume all responsibilities for services defined in Section C and the Exhibits in Section J of this contract. The plan shall establish the projected period for completion of all clearances of Contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

## SECTION I - CONTRACT CLAUSES

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

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

<http://acquisition.gov/far/index.html>

or,

<http://farsite.hill.af.mil/search.htm>

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

#### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AGU 2000
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010

52.215-2	AUDIT AND RECORDS - NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA MODIFICATIONS	OCT 2010
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	JUL 2010
52.222-50	COMBATTING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB2006
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE OF THE UNITED STATES ACCORDANCE WITH FAR 25.3	MAR 2008
52.228-4	WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (for additional/emergency services only)	AUG 2005
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES -- ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

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

FAR clauses in full text:

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

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

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

I.4 RESERVED

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

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

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

I.6 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

I.7 652.243-70 NOTICES (AUG 1999)

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

I.8 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
  - (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.9 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.

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

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

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
Eid Alfitr  
Eid Aladha

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

- (a) 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.
- (b) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform

round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

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

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

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

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

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

I.11 652.225-71 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.

I.12 652.229-71 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.

## **SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **J.1 LIST OF ATTACHMENTS**

Exhibit A - LOCATIONS FOR GARDENING SERVICES

Exhibit B - CONTRACTOR FURNISHED MATERIALS

Exhibit C - GOVERNMENT FURNISHED PROPERTY

J.2 EXHIBIT A - LOCATIONS FOR GARDENING SERVICES

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

<u>Residence</u>	<u>Location</u>
1. Chief of Mission's Residence (CMR)	Khartoum 1
2. Deputy Chief of Mission's Residence (DCMR)	Khartoum 2

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.

J.4 EXHIBIT C – GOVERNMENT FURNISHED PROPERTY

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

1. Water source
2. Electric source

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

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

(a) The offeror certifies that:

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

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

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

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

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

(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*]; and

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

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

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

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

- (a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

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

(a) Definitions

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

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

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing

regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN)

TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization

\_\_\_ Sole Proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate Entity (not tax exempt);

\_\_\_ Corporate Entity (tax exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common Parent.

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

\_\_\_ Name and TIN of common parent;

Name \_\_\_\_\_

TIN \_\_\_\_\_

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 (NOV 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561730.

(2) The small business size standard is \$7 million.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

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

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

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

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_ (A) Basic.

\_\_ (B) Alternate I.

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

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

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

#### K.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 Sudan–

X Workers' compensation laws exist that will cover local nationals and third country nationals.

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

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

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

(End of 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)

K.11 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities  
Relating to Iran—Representation and Certification. (Nov 2011)

(a) *Definitions*

“Person”—

(1) Means—

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology”—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
- (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

- (1) This solicitation includes a trade agreements notice or certification (*e.g.*, 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(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-18 cover page (blocks 08, 11, and 13) have been filled out.

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 experience with relevant past performance information and references (including points of contact, telephone numbers and fax numbers);
- (4) Evidence that the offeror can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) Evidence that the offeror has all licenses and permits required by local law (see DOSAR 652.242-73 in Section I).
- (6) Evidence of H.5, Certificate of Insurance. Offeror shall either provide a:
  - a) Copy of the Certificate of Insurance, or
  - b) Statement that the contractor will get the required insurance, and the name of the insurance provider to be used, and
  - c) Company brochure,
  - d) Technical proposal,
  - e) Client list,
  - f) Financial statement,

The complete offer shall be submitted at the address indicated at Block 09, of Standard Form 18, "RFQ"

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

L.1.2 Proprietary Data

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

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.204-6	CONTRACTOR IDENTIFICATION NUMBER – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.215-1	INSTRUCTIONS TO OFFERORS— COMPETITIVE ACQUISITIONS	JAN 2004
52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – NON-COMMERCIAL ITEM ACQUISITIONS WITH ADEQUATE PRICE COMPETITION	FEB 2007
52.237-1	SITE VISIT	APR 1984

L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General

Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sheila-Anne Ebert  
U.S. Embassy Khartoum  
Kilo 10, Block 88  
Soba, Khartoum  
Sudan

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

#### L.4 FINANCIAL STATEMENT

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

- (1) Income (profit-loss) Statement that shows profitability for the past two years;
- (2) Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and
- (3) 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.5 PRE-PROPOSAL CONFERENCE.

1. The Government will hold a pre-proposal conference to discuss the requirements of this solicitation on April 1, 2012 at 2:00 PM at the U.S. Embassy Khartoum at Kilo 10, Block 88, Soba, Khartoum, Sudan. Offerors interested in attending should contact the following individual:

Yasir Alashger  
Name

+249187022660  
Telephone Number

AlashgerYA@State.gov  
Email

**NOTE TO INTERESTED VENDORS** – Due to security concerns, all offerors must contact the above U.S. Government representative and send/email the names and company name of all individuals who will represent the company at 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.

2. Offerors should submit written questions at least three days before the scheduled pre-proposal conference date, using the address provided on Standard Form 18 or by faxing the questions to the above fax number, marked to the attention of the above-named individual.
3. Attendees may also bring written questions to the proposal conference. If the answer requires research, there is no guarantee that the question will be answered at that conference.
4. No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

L.6 TRANSITION PERIOD

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

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity Ombudsman, William Steuer, at +2491-870-22000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at +1 (703) 516-1693, by fax at +1 (703) 875-6155, or write to: Department of State, Acquisition

Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

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

(a) The Contractor warrants that:

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

(b) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, "covered contractor employees" includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

(c) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for the DBA insurance:

Services @ \$3.60 per \$100.00 of employee compensation; or

Construction @ \$4.95 per \$100.00 of employee compensation.

(d) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/proposal using the foregoing rate. Bidders/offerors shall include the estimated DBA insurance costs in their proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid proposal."

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION OF PROPOSALS

#### M.1.1 General.

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

#### M.1.2 Basis for Award.

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

##### a) Initial Evaluation

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

##### b) Technical Acceptability

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

##### c) Price

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

##### d) Responsibility

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

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

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

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

#### M.1.3 Award Selection

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

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

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

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

#### M.3 PRICE EVALUATION

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

#### M.4 SEPARATE CHARGES

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