Embassy of the United States of America

May 25, 2014

Dear Prospective Quoter:

Subject: Solicitation Number **STC10014Q0839**– Interior Painting

The Embassy of the United States of America Abu Dhabi invites you to submit a quotation for painting services for interior paintable surfaces of Embassy building in the U.S. Embassy, Abu Dhabi.

The Embassy intends to conduct a pre-quotation conference/site visit on **May 28, 2014 at 10:00 A.M. at the U.S. Embassy Abu Dhabi**. If you intend to participate in the conference, please contact Jacob John (Tel. 02-414 2269) no later than 5:00 p.m. on May 27, 2014 to make necessary arrangements for access. Bidders are requested to limit the number of participants to two persons per company.

Submit your quotation in a sealed envelope marked "Quotation Enclosed" to the Contracting Officer, U.S. Embassy, Abu Dhabi on or before **June 01, 2014 at 5:00 P.M.** local time. No quotations will be accepted after this time.

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

1. SF1449
2. Section 1 pricing
3. Additional information as required in Section 3.

The U.S. Government intends to award a purchase order to the responsible company submitting an acceptable bid at the lowest price technically acceptable, based on initial proposals without holding discussions. However, we may hold discussions with companies in the competitive range if there is a need to do so.

Direct any questions regarding this solicitation to Jacob John by email at johnjk@state.gov

Sincerely,

Sarah Spodek
Contracting Officer

EMBASSY OF THE UNITED STATES OF AMERICA
ABU DHABI

Enclosure: As stated

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

			1. REQUISITION NUMBER PR3273827	PAGE 1 OF 32
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER STC10014Q0839	6. SOLICITATION ISSUE DATE May 25, 2014
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Spodek, Sarah E		b. TELEPHONE NUMBER(No collect calls) 97124142269	8. OFFER DUE DATE/ LOCAL TIME **June 01, 2014 at 5pm**

9. ISSUED BY — CODE

Contracting Office
US Embassy
PO Box 4009
Abu Dhabi, United Arab Emirates

10. THIS ACQUISITION IS
- ☒ UNRESTRICTED OR
- ☐ SET ASIDE:____ % FOR:
- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 238320
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ EDWOSB
- ☐ 8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE

Contracting Officer
US Embassy,
PO Box 4009
Abu Dhabi, UAE

16. ADMINISTERED BY — CODE

Contracting Officer
US Embassy,
PO Box 4009
Abu Dhabi, UAE

17a. CONTRACTOR/ OFFERER — CODE — FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE

Financial Management Center
US Embassy
Abu Dhabi, UAE

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Painting services inside Embassy building in the U.S. Embassy compound.	1	lump sum		

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN __2__ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		Spodek, Sarah E	May 01, 2014

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		

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

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- Solicitation Provisions
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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER STC10014Q0839
PRICES, BLOCK 23

A. PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead and profit.

_____ Total Price (AED)

A.1 VALUE ADDED TAX.

The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B. SCOPE OF WORK

The American Embassy in Abu Dhabi, UAE has a requirement to obtain services of a General Contractor to perform painting work inside the buildings in the Embassy compound.

The requirement consists of painting of the existing painted walls, columns and ceilings in two parts i.e. Base Requirement Items and Optional Items. The base requirement is for work in common areas including hallways, public spaces, electrical/mechanical utility rooms, restrooms, cafeteria, meeting rooms, stairs, storage closets, etc. The optional requirement is for general offices and individual office rooms. The Embassy may elect to include the optional items, in full or partial quantities based on unit prices, during currency of the contract.

Estimated total quantity of the base requirement is 14,268 square meters (Sqm) and estimated total quantity of the optional requirement is 10,953 Sqm. Details of quantities for both requirements are included in 'Schedule of Quantities' section. The Contractor shall be paid on the basis of measured finish painted surface area.

B.1 GENERAL REQUIREMENTS

a) The Contractor shall provide material, labor and tools equipment needed to complete the work described in this statement of work (SOW).

b) The Contractor shall have all local permits to operate as a building painting contractor.

c) The Contractor shall carry out activities in a manner that will allow access to the Embassy facilities at all times. Activities in the work areas shall be sequenced in multiple phases wherein quantity of finish surface area in each phase shall be in the range of 200 to 500 Sqm. Estimated quantities for various areas are tabulated in the 'Schedule of Quantities' section.

d) The Contractor shall perform work in a manner that will allow conduct of business of the Embassy without discomfort to the occupants. Work in public spaces, cafeteria and offices shall be scheduled on weekends / holidays and outside the normal business hours on work days. Normal business hours of the Embassy are 8:30 AM to 5:00 PM Sunday through Thursday.

e) The Contractor shall survey site during solicitation phase and submit technical proposal with method statement covering sequencing, materials, quality control, safety management and past performance. The past performance shall include list of similar work done.

f) The Contractor shall perform work in diligent manner and achieve completion within the specified performance period.

B.2 CONTRACT ADMINISTRATION

a) The Contractor shall not perform work that is outside the SOW unless directed in writing by the Contracting Officer (CO). Any work done by the Contractor outside the SOW without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.

b) The CO shall provide a Notice to Proceed (NTP) to begin performance of work after the contract award. A separate NTP shall be provided for the optional requirement.

c) Facility Manager at the Embassy of his nominee shall be designated as Contracting Officer's Representative (COR) for administration of this contract. The COR shall coordinate schedule for each phase, approve technical submittals, inspect work, monitor progress, accept completed work, review invoices, review change orders, and issue/receive Government Furnished Items. The COR has the authority to direct the Contractor to stop performance of work if unsafe work conditions are observed.

B.3 RESPONSIBILITY OF THE CONTRACTOR

a) The Contractor shall bear complete responsibility for management of painting work at site. The Contractor shall assign a Project Coordinator (PC) to represent the Contractor at site and to manage the performance of work during currency of the contract. The PC shall have adequate English language skills to be able to communicate with CO and COR.

b) The Contractor shall bear complete responsibility and management control for the sub-contracted services and shall not depute the sub-contractor to represent the Contractor in dealings with the Embassy.

c) The Contractor shall bear complete responsibility for safe performance of work at site and comply with all local laws pertaining to construction labor and safety. In addition, the safety requirements relative to this SOW as contained in the USACE Manual EM 385-1-1 shall apply. In case of a conflict between the local laws and the requirements of EM 385-1-1, the stringent of the two shall apply. A soft copy of the USACE Manual EM 385-1-1 is available in the following link: http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1_English_2003.pdf

d) The Contractor shall prepare and implement a safety management plan specific to the SOW based on hazards analyses of the activities. A copy of the safety management plan shall be provided to the COR for reference. The Contractor shall promptly report all mishaps / accidents at site to the COR.

e) The Contractor shall prepare and institute a quality management plan specific to the SOW. The plan shall describe the standard operating procedures for technical approvals, procurement actions, site inspections, testing and corrective actions. The A copy of the quality management plan shall be provided to the COR for reference.

f) The Contractor shall comply with security requirements and be responsible for conduct of employees and subcontractors at work site.

g) The Contractor shall be liable for the damages caused by the Contractor's negligent performance of any of the services furnished under this contract.

h) The Contractor shall provide warranty for workmanship and materials for 12 months from the date of final completion.

B.4 SAFETY

i. Prepare and submit a safety management plan for COR approval prior to starting performance under this contract.

ii. Use approved ladders and scaffolding for work on elevated surfaces.

iii. Comply with local labor laws pertaining to safety.

iv. Provide training to workmen in handling and application of various types of paint materials. Follow directions provided in manufacturer’s MSDS for each type of material. Maintain a copy of easily accessible MSDS for all materials at work site.

v. Provide PPE including coveralls, safety shoes, gloves, body harness, safety ropes, etc. needed for safe performance of work.

vi. The COR may require request for additional safety procedures if deemed necessary and the Contractor must comply with these. The Contractor shall promptly report all accidents, minor or major, to the COR.

B.5 SECURITY REQUIREMENTS

a) The Contractor shall, after award of the contract, provide information on each employee who will be working at the Embassy site under the contract. Contractor shall include a list of workers and supervisors assigned to this project. Furnish passport copy, residence visa / work visa copy, and completed Form DS-174 for each of the personnel to facilitate clearance by Embassy security office. Security office will run background checks on these individuals. It is anticipated that it will take four (4) weeks to perform the background checks. Each of the personnel will be required to obtain local police clearance certificate as part of the background checks. The Embassy shall provide necessary request letter addressed to the police department.

b) Certain work areas in the Embassy will require a security escort and can only be entered during scheduled times. The Contractor shall coordinate with COR for work schedule in these areas. The security office will provide the security requirements. The Contractor shall provide workers general work instructions to avoid accidental security violations.

c) The Contractor shall coordinate material and equipment deliveries with the COR who in turn will coordinate it with the Embassy security office for access approval. The Contractor shall provide vehicle and delivery personnel information in advance.

B.6 EXECUTION OF WORK AT SITE

a) The COR and the Contractor shall review the method statement submitted with the technical proposal, before the contract award, and agree to a sequencing and phasing plan. The Contractor shall commence work in a phase only after completion and acceptance of work in the previous phase. The Contractor shall begin activities in a phase after ensuring availability of material and tools.

b) The Contractor shall neatly stage materials and tools in a designated location. No tools and materials shall be left in work area at the end of work-day. Keep the work areas clear of hindrances, trip hazards, and unused materials at all times. The Contractor shall be responsible for safe-keeping of materials and tools equipment at site. Store paint materials under conditions recommended by manufacturer.

c) The Contractor shall not disturb or damage any fixed property (including light fixtures, floors, carpets, tiled ceiling, doors, windows, or metal/wood surfaces) and provide temporary protective covers in a manner acceptable to COR. The Contractor shall, prior

to starting surface preparation, move & cover furniture with full covers, remove moveable items (including artwork, area rugs, table lamps, furnishings, or office equipment appliances) and cover fixtures (including architectural hardware, electric switch/receptacle plates, machined surfaces, or other items that are not to be painted) with masking tape. Following completion of painting operations in each phase, the Contractor shall remove covers, clean the fixtures with approved method and return the furniture and artwork to their original position. Do not use cleaning fluids that will alter the original finish or the fixtures.

d) If the Contractor spills any paint, or in any way soils the floors, the Contractor shall clean up using a specialist floor finishing company at the Contractor's expense.

e) For optional requirement of painting work in offices, the Contractor shall move the modular workstations to paint behind them. The Facility Management Techs, however, will assist the Contractor to disconnect sections of the workstations and the electric/telecom equipment.

f) The Contractor shall contain debris including empty paint containers, rollers, brushes, plastic sheets, etc. in a construction dumpster and legally dispose it

g) The Contractor shall remove temporary covers, scaffolding, barricades and clean the work site as acceptable to the COR after completion of each phase of work.

h) Temporary power and water required for the work shall be provided by the Embassy.

B.7 SCHEDULE OF QUANTITIES

a) Schedule of quantities on the basis of locations:

Type	Location	Security Escort	Quantity	Weekend/ After-hours
Hallways	Floor 1, 2 & 3	No	2548	No
Hallways	Floor 3, 4, 5 & 6	Yes	1462	No
Utility Rooms	Floor 1, 2 & 3	No	1953	No
Utility Rooms	Floor 3, 4, 5 & 6	Yes	1828	No
Cafeteria	Floor 2	No	487	Yes
Visitor Lobby	Floor 1	No	516	Yes
Utility Rooms	Other buildings	No	3500	No
Rest Rooms	Floor 1, 2 & 3	No	340	Yes
Rest Rooms	Floor 3, 4 & 5	Yes	137	Yes
Meeting Rooms	Floor 1 & 2	No	249	Yes
Meeting Rooms	Floor 3, 4 & 5	Yes	47	Yes
Stairs/Storage	General	No	1201	No

b) Schedule of quantities for the base requirement:

Item	Description	Unit	Quantity	Rate	Total
1	Paint walls	Sqm	10338		
2	Paint ceilings	Sqm	3803		
3	Paint exposed columns and beams	Sqm	127		

c) Schedule of quantities for the optional requirement:

Item	Description	Unit	Quantity	Rate	Total
1	Paint walls	Sqm	10765		
2	Paint ceilings	Sqm	188		

B.8 MOBILIZATION

i. Survey the existing site conditions, utilities, and clearances to prepare work plan. Submit work plan for the COR for approval. Include method statement in the work plan for each specific location.

ii. Provide submittals for all materials for COR approval prior to procurement.

iii. Mobilize materials, tools, equipment etc. and store at designated staging area in consultation with the COR.

B.9 QUALITY CONTROL REQUIREMENTS

i. Provide a quality control plan for the COR approval. The plan shall describe work instructions, inspection procedures and corrective action procedures to be employed by the Contractor.

C. ACCEPTANCE OF SCHEDULE

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

(1) extend the completion date or obligate the Government to do so;
(2) constitute acceptance or approval of any delay, or;
(3) excuse or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

D. WORKING HOURS

Normal work hours at the Embassy are 8:30 AM to 5:00 PM Sunday through Thursday. The Contractor shall perform work in a manner that will allow conduct of business of the Embassy without discomfort to the occupants. Work in public spaces, cafeteria and offices shall be scheduled on weekends / holidays and outside the normal business hours on work days.

E. DELIVERABLES

E.1 DELIVERABLE SCHEDULE

a) The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the contract period specified.

b) Total period of performance for base requirement shall be 4 months from the date of NTP.

c) Total performance period for the optional requirement shall be 6 months from the date when Embassy elects to include it in the contract.

The Contractor shall deliver the following items under this contract:

Description	Quantity	Delivery Date	Deliver to
Safety Management Plan	1	With offer	Contracting Officer
Insurance	1	7 days after award	Contracting Officer
Workmen Compensation plan	1	5 days after award	Contracting Officer
List of Personnel	1	5 days after award	COR
Material samples/submittals	1	7 days after award	COR
Quality Management Plan	1	7 days after award	COR

F. INSURANCE

A. Amount of Insurance

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

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

1. Bodily Injury on or off the site stated in AED:

   Cumulative AED 1,500,000

2. Property Damage on or off the site in AED:

   Cumulative AED 1,500,000

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

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

(a) any property of the Contractor,
(b) its officers,
(c) agents,
(d) servants,
(e) employees, or
(f) any other person,
arising from and incident to the Contractor's performance of this contract.

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

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

B. Government as Additional Insured

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

C. Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of FAR 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

D. Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within seven (7) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

G. LANGUAGE PROFICIENCY

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

H. LAWS AND REGULATIONS

A. Compliance Required

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

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

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

B. Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

C. Evidence of Compliance

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

I. SAFETY – ACCIDENT PREVENTION

A. General. The Contractor shall provide and maintain work environments and procedures that will:

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

For these purposes, the Contractor shall:

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

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

(c) Take any additional measures the Contracting Officer determines to be reasonably necessary for this purpose.

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

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

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

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

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

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

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

J. CONSTRUCTION PERSONNEL

A. Removal of Personnel

The Contractor shall:

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

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

(1) incompetent,
(2) careless,
(3) insubordinate or
(4) otherwise objectionable, or
(5) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

A. Construction Personnel Security

After award of the contract, the Contractor has five (5) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number (copy of Passport and EID)

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

K. MATERIALS AND EQUIPMENT

A. General. The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. No materials will be furnished by the Government.

B. Selection and Approval of Materials

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

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

   (a) the names of the manufacturer;
   (b) model number;
   (c) source of procurement of each such product, material or equipment; and
   (d) other pertinent information concerning the:

      (i) nature,
      (ii) appearance,
      (iii) dimensions,
      (iv) performance,
      (v) capacity, and
      (vi) rating,

      unless otherwise required by the Contracting Officer.

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

C. Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor

shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

L. WARRANTIES

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

The Contractor shall provide warranty for workmanship and materials for 12 months from the date of final completion.

M. PAYMENT

The Contractor shall submit invoices as instructed by FAR 52.212-4(g).

a) This is fixed unit rate and measurable quantity based contract. The Contractor shall submit monthly progress payment request on the basis of work completed. The COR will review and recommend the invoice for payment.

b) The Contractor shall specifically identify the last invoice as "Final Invoice." The final invoice shall include the remaining payment claimed to be due under the base contract and all modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate and the Workmanship Warranty attached.

CONTINUATION TO SF-1449, RFQ NUMBER STC10014Q0839
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. APPLICABLE PAINTING STANDARDS/PAINT SPECIFICATIONS

a) The painting work activities shall include surface preparation and two coats of finish paint application. Prepare surface for finish painting to include scraping existing loose / peeled paint, applying compatible putty to repair surface, sanding, matching the adjacent texture and applying primer for the repaired surface. After surface preparation, apply two coats of approved finish paint. Provide full-coat finish field samples on at least one Sqm of surface of each type of finish for COR review and approval. Do not proceed with final coat of paint until the first coat has dried and has been inspected by COR. Provide manufacturer recommended fillers and primers that are compatible with the finish coat materials and substrates.

b) Examine substrates and conditions under which painting will be performed for compliance with paint application requirements. Do not begin to apply paint until unsatisfactory conditions have been corrected.

c) Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

d) Do not dilute the paints with water or thinner and apply the paint at the rate recommended by the manufacturer. Match existing texture and approved samples for color. Strain paint, if needed, to achieve uniform surface finish.

e) The contractor shall use the specified painting materials, or approved equal products in terms of performance and finish. Submit product data, test data and shade cards for COR approval, if equal products are proposed to be used. These equal products must be identified at the time of submission of cost proposal.

f) General color scheme for various surfaces shall be as per existing shades. The paints specifications indicated in the following paragraphs are based on the materials previously and currently used at the Embassy. Changes in color shades shall be approved by COR and finalized in accordance with the “Changes” clause of the contract.

g) Apply paint to match lines and levels of different surfaces. Paint runoffs, dribbles, etc. shall be cleaned immediately so as not to leave mark on surfaces not to be painted.

h) Paint the exposed surfaces according to the finish schedule described in the following paragraphs.

i) Interior walls with gypsum board substrates: Provide two coats of Interior, Vinyl Acrylic Copolymer-Based Paint finish coat material such as JOTUN FENOMASTIC Silk Special color code 132524 - 2.

j) Exposed interior columns and beams: Provide two coats of JOTUN FENOMASTIC Matt Special color to match existing yellow shade.

k) Interior ceilings with gypsum board substrates: Provide two coats of Interior, Matt, Vinyl Acrylic Copolymer Based Paint finish coat material such as JOTUN FENOMASTIC Matt White.

2. EQUIPMENT

The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. The Government will not furnish any materials.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (SEPT 2013) is incorporated by reference. (See SF-1449, block 27a).

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

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

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

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

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

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

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

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

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

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

__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

__ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

__ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

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

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

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

__ (11) [Reserved]

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

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

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

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

__ (iii) Alternate II (Mar 2004) of 52.219-7.

__ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

__ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

__ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

__ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

__ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

__ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

__ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

__ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

__ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

__ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (Mar 2012) of 52.225-3.

__ (iii) Alternate II (Mar 2012) of 52.225-3.

__ (iv) Alternate III (Nov 2012) of 52.225-3.

__ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

__ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

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

__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq*.).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq*.).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq*.).

__ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

__ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

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

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

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of clause)

ADDENDUM TO CONTRACT CLAUSES

FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

CLAUSE	TITLE AND DATE
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2013)

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

The following FAR clauses are provided in full text:

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

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

2) Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

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

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

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

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

_____

_____

_____

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

All work shall be performed during Sunday thru Thursday except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

New Year's Day (US)
The Prophet's Birthday (UAE)
Martin Luther King's Birthday (US)
Washington's Birthday (US)
Memorial Day (US)
Prophet's Ascension Day (UAE)
Independence Day (US)
Eid Al Fitr (UAE)
Labor Day (US)
Arafat Day (UAE)
Eid Al Adha (UAE)
Columbus Day (US)
Veterans Day (US)
Thanksgiving Day (US)
National Day (UAE)
Christmas Day (US)

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

(b) When any such day falls on a Friday or Saturday, the following Sunday 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.

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

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

(b) The COR for this contract is **Facility Manager/or nominee**.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JUL 2013) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has to be filled out.

2. Information demonstrating the offeror's/quoter's ability to perform, including:

(a) Name of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;

(b) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(c) Financial Statement for the last three years

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

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

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

4. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

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

6. The offeror's strategic plan for cleaning, dumping waste material, painting services to include but not limited to:

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

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

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

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

7. Technical proposal and method statement
8. Safety Management Plan
9. Quality Management Plan

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

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

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

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

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

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
52.237-1	SITE VISIT (APR 1984)

A site visit has been scheduled on **May 28, 2014 at 10:00 a.m.** at the **U.S. Embassy, Abu Dhabi.** Participants will meet at the U.S. Embassy, Abu Dhabi, Embassies District, Plot 38, Sector W59-02, Street No. 2, Airport Road, Abu Dhabi, U.A.E.

The following DOSAR provision is provided in full text:

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

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation.

If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or by writing to:

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Judes DeBaere at 02-414-2334 and fax 02-414 2696. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

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

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 to 4.

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

- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options, if any.

- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.

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

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

(end)