American Embassy Kampala
April 03, 2013

To: Prospective Quoters

Subject: Request for Quotations number S-UG500-13-R-0005

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

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

Quotations are due by ***April 22, 2013 at 10:00am***.

Sincerely,

// signed //

Shankar Rao
Contracting Officer

1 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS			1. REQUISITION NUMBER PR2438358	PAGE S 1 OF 27
2. CONTRACT NO.	3. AWARD/EFFECTIVE	4. ORDER NUMBER **N/A**	5. SOLICITATION NUMBER **S-UG500-13-R-0005**	6. SOLICITATION ISSUE DATE **April 03, 2013**
7. FOR SOLICITATION INFORMATION CALL	a. NAME **Jeffrey L. Biron/ Shankar Rao**		b. TELEPHONE NUMBER(No collect calls) **259791/2/4**	8. OFFER DUE DATE/ LOCAL TIME **April 22, 2013: 10:00am.**

9. ISSUED BY CODE

CONTRACTING OFFICER
US MISSION KAMPALA
PLOT 1577 GGABA ROAD, NSAMBYA

P.O. BOX 7007
KAMPALA

10. THIS ACQUISITION IS

☐ UNRESTRICTED √
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ 8(A)

NAICS:
SIZE STD:

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

Same as in 8

16. ADMINISTERED BY CODE
CONTRACTING OFFICER

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO: 256-041-4-259 791

18a. PAYMENT WILL BE MADE BY CODE

FINANCE MANAGEMENT CENTER OR THE CONTROLLER(for USAID)
US E,MBASSY KAMPALA
PLOT 1577 GGABA ROAD, NSAMBYA
P.O. BOX 7007
KAMPALA

☐ 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 *(for the entire period of 5 years each category)*
	GARBAGE /TRASH COLLECTION SERVICES **Category**				
1.	NSAMBYA / OFFICE FACILITY				
2.	BUGOLOBI / 2- WAREHOUSES/OFFICE FACILITY				
3.	CMR				
4.	RESIDENCES				
	(Use Reverse and/or Attach Additional Sheets as Necessary)	**Grand Total**		Ug. Shs.	

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: ___ 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	30c. DATE SIGNED _____	31b. NAME OF CONTRACTING OFFICER **Shankar Rao**	31c. DATE SIGNED _____

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53.212

STANDARD FORM 1449 (REV

Prescribed by GSA - FAR (48 CFR)

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SECTION 1 – THE SCHEDULE
CONTINUATION TO SF-1449
RFQ NUMBER S-UG500-13-R-0005
PRICES, BLOCK 23

1. SCOPE OF CONTRACT

The contractor shall perform garbage / trash collection services for U.S. Mission properties in and around Kampala. The price listed below shall include all labor, materials, overhead and profit. The Government will pay the contractor a fixed price per month for standard services that have been satisfactorily performed.

After contract award, the Contracting Officer will issue 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.

The performance period of this contract begins on/about May 1, 2013 and will continue for 12 months, with four, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

2. PRICING

No.	Year	Description	No. of Residence / Office Premises	Unit Price Per Month per Residence / Office Facility	Amount per annum
1.	**Base Year**	Nsambya Office Facility	**1**		
		Bugolobi 2- Warehouses /Office Facility	**1**		
		CMR	**1**		
		*Other Residences	**116**		
2.	**First Option Year**	Nsambya Office Facility	**1**		
		Bugolobi – 2 Warehouses / Office Facility	**1**		
		CMR	**1**		
		*Other Residences	**120**		
3.	**Second Option Year**	Nsambya Office Facility	**1**		
		Bugolobi 2- Warehouses /Office Facility	**1**		
		CMR	**1**		
		*Other Residences	**124**		
4.	**Third Option Year**	Nsambya Office Facility	**1**		
		Bugolobi – 2 Warehouses / Office Facility	**1**		
		CMR	**1**		

		*Other Residences	**128**		
5.	**Fourth Option Year**	Nsambya Office Facility	**1**		
		Bugolobi 2- Warehouses /Office Facility	**1**		
		CMR	**1**		
		*Other Residences	**132**		
	Grand Total in Uganda Shillings				

** Other Residences: Currently, the Embassy has 116 Residences, however the numbers are subject to change at any one time; a growth pattern of four more Residences has been anticipated, however this could be more and in such cases the fixed rates indicated in the table above shall apply.*

Note: Only actual services provided shall be invoiced and fully paid for.

CONTINUATION TO SF-1449
RFQ NUMBER S-UG500-13-R-0005
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

1. PERFORMANCE WORK STATEMENT

The purpose of this proposed contract is to obtain garbage / trash collection services at all U.S. Mission Residences (except the Chief of Mission Residence) and Office Facilities. Trash shall be collected three times a week at all mentioned Residences and five times a week for the Office Facilities at Nsambya and Bugolobi. Additionally, trash will be collected five times a week at the Chief of Mission Residence (CMR). See Section C.4., for list of residences.

1.2 GENERAL REQUIREMENTS

The Contractor shall collect garbage / trash five times a week, Monday to Friday at Nsambya/Chancery, Bugolobi/ 2-warehouses and at the CMR. At the Residences, garbage /trash will be collected on Mondays, Wednesdays and Fridays, collecting a minimum of three bags per pick. Other types of garbage /trash like tree cuttings, branches and grass cuttings found at the residence will be collected at no additional cost so long as the trash is equivalent to the three bags at that time of pick up. The garbage /trash will be picked from inside the gate of the property.

The U.S. Mission regular pick up hours shall be between 0800 and 1630 hours every day, Monday through Friday.

2. PLACES OF PERFORMANCE

These are spread out as follows; an actual list will be provided after contract award.

a.	Bugolobi	-	15 Residences
b.	Bugolobi	-	1 Office Premise (2-Warehouses)
c.	Kololo	-	21 Residences
d.	Kololo	-	1 CMR
e.	Lubowa	-	13 Residences
f.	Makindye	-	4 Residences
g.	Mbuya	-	8 Residences /Apartments
h.	Muyenga	-	43 Residences
i.	Naguru	-	9 Residences
j.	Nsambya	-	3 Residences
k.	Nsambya	-	1 Office Premise

Note:
The above list of Residences is subject to change as some Residences may be dropped, while others may be added to the Pool.

3.0 PERSONNEL REQUIREMENTS

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

4. STANDARD OF CONDUCT

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

4.2 Neglect of duties shall not be condoned. The Contractor shall enforce no unreasonable delays or failures to carry out assigned tasks and refusing to render assistance or cooperate in upholding the integrity of the worksites security.

4.3 Uniforms and Personal Equipment. The Contractor's employees shall dress appropriately when on duty for ease of identification.

4.4 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.

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records.
- Unauthorized use of Government property, theft, vandalism, or immoral conduct.
- Unethical or improper use of official authority or credentials.
- Security violations; or,
- Organizing or participating in gambling in any form.

4.6 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

4.7 PERSONNEL SECURITY

4.7.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run

background checks on these individuals. It is anticipated that security checks will take up to 30 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number
LC Letter

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

5.0 MATERIALS AND EQUIPMENT

The Contractor shall provide three bin liners (approx 100 X 60 cm. or bigger) to each residence and replace them on every collection day.

6.0 INSURANCE

The Contractor is required to provide whatever insurance is legally necessary.

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

- any property of the Contractor,
- its officers,
- agents,
- servants,
- employees, or
- any other person,
- arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

7. LAWS AND REGULATIONS

7.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly

advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

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

8.0 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 to be performed under the 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, if necessary, to be used under the contract.

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

Performance Objective	PWS Para	Performance Threshold
Services. Performs all garbage / trash collection services set forth in the performance work statement (PWS)	1 thru 8	All required services are performed and no more than two (2) customer complaints are received per month

(b) 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.

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

(d) <u>PROCEDURES</u>:

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

ii. The COR will complete appropriate documentation to record the complaint.

iii. 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.

iv. 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.

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

vi. 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.

vii. The COR will consider complaints as resolved unless notified otherwise by the complainant.

viii. 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 2 - CONTRACT CLAUSES

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

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (OCT 2008), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM to FAR 52.212-4
None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (OCT 2008)

(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) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public 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:

	1.1 Clause Number and Title
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402) (SEPT 2006).
	(2) – (16) [Reserved].
X	(17) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JUN 2008) (E.O. 13126
	(18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
	(19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
	(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212)
	(21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
	(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)) (38 U.S.C. 4212).
	(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
	(24)(i) 52.222-50 Combating Trafficking in Persons (AUG 2007)
	(ii) Alternate I (AUG 2007) of 52.222-50
	(25)-(29) Reserved

	(30) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X	(31) 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
	(32-35) Reserved
	(36) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
X	(37) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). [Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]
	(38-39) Reserved
	(40))(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) [Reserved]

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

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

1.1.1.1.1 Clause	**Title and Date**
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)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)*

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

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ~~3~~5 years**.**

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

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

The following DOSAR clauses are provided in full text:

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

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

clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

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

(end of clause)

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

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

(b) Invoice Submission. The contractor shall submit invoices in an original to:

(For USAID)		*(For State and other Agencies)*
The Controller's Office Office of Financial Management USAID Uganda US Mission Kampala Plot 1577 Ggaba Road Nsambya	**OR**	The Financial Management Center U.S Mission Kampala Plot 1577 Ggaba Road Nsambya

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment. When limited maintenance and repair services have been carried out, the contractor will show them as a separate line item on the invoices. Descriptions of the services carried out, for instance, location, hours spent on the job, etc, must be included in, or attached to, the invoice.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address given below:

_____
_____
_____

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
And all holidays applicable to the Uganda Government

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

The COR will advise the Contractor in advance if the Contractor's services will be required on a holiday.

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

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 Facilities Maintenance Manager.***

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

ADDENDUM TO 52.212-1

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

A.1. A completed solicitation.

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

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

(2) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

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

a) a copy of the Certificate of Insurance, or

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

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

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

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

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

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

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

1.1.1.1.2 Clause	Title and Date
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	***Submission of Offers in the English Language (APR 1991)***

The following DOSAR provisions are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(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 officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(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, the ***Management Officer***. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.

b) Price Evaluation. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices" and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

c) Responsibility Determination. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
    - Provide atleast 3 references where similar works are carried out
- necessary equipment and facilities or the ability to obtain them
    - Provide a list of all equipment / vehicles to be used in this contract
- otherwise qualified and eligible to receive an award under applicable laws and regulations.
    - Provide a copy of the NEMA License Certificate
    - Provide a copy of the KCCA Trading License
    - Provide a copy of the Certificate of Incorporation
    - Provide a copy of VAT Registration Certificate
    - Post reserves the right to check and confirm that all waste per previous experience submitted is disposed off as agreed by KCCA at their gazetted land field.
    - Include any history of prosecution or violation of current laws regarding illegal dumping

d) Current recycling practices or proposed future plans.

e) Include a plan of work performance given the number of service trucks / vehicles proposed to be used under this Contract.

ADDENDUM TO EVALUATION FACTORS

1.2 FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 -REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUN 2008)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at *http://orca.bpn.gov*. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

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

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

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

(4) Type of Organization.

__ Sole Proprietorship;

__ Partnership:

__ Corporate Entity (not tax-exempt);

__ Corporate Entity (tax-exempt);

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

__ Foreign government;

__ International organization per 26 CFR 1.6049-4;

__ Other _____.

(5) Common Parent.

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

___ Name and TIN of common parent;

Name _____.
TIN _____.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified **acquisition** threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a **Federal**, state or local government contract or subcontract; violation of **Federal** or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly –
(1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) [ ] Outside the United States.

(k) Reserved

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

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

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

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:
2 Foreign person means any person other than a United States person as defined below.

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

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

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

(2) Discriminating in the award of subcontracts on the basis of religion.

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

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

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

(b) 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.

(c) 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.