

Embassy of the United States of America Baghdad, Republic of Iraq

November 9, 2017

General Services Office/Procurement

Subject: Solicitation number 191-Z10-18-Q-0003 - Tree trimming & cutting along the river side for the US Embassy-Baghdad.

Dear Sir/ Ma`am,

The Embassy of the United States of America invites you to submit a quote for subject solicitation.

If you are interested in submitting a quote for this project, read the instructions in the attached Request for Quote (RFQ).

Your Quote must be submitted electronically by email with the subject line

"Proposal 191-Z10-18-Q-0003 Enclosed" to BaghdadGSOProcBid@state.gov at/ before (2:00 PM) (Baghdad Time) on/before (Sunday December 3, 2017). You may also elect to submit your proposal in hard copy marked for the attention of the "Contracting Officer – Proposal 191Z-1018-Q-0003 Enclosed", which may be delivered to the Embassy Blue CAC on Al Kindi Street between 0800 and 1600 on regular business days. No proposal will be accepted after the cut-off date and time.

The Embassy intends to conduct a site visit on (*Tuesday November 14, 2017*), at (*13:30 PM Baghdad Time*) and all prospective offerors who have received a solicitation package are invited to attend. The names of the participants must be submitted not later (*Wednesday November 08, 2017*) at/before (*12:00 PM Baghdad Time*). No more than (1) person will be admitted from each company. The assembly point for all bidders who wish to participate in the site visit is in front of the *GREEN CAC* no later than *13:30 PM local time on Tuesday November 14, 2017* please. Bidders who wish to use their own vehicles will be responsible for parking them.

Complete the OFFER portion of the Standard Form (1449), including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

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

- 1. Standard Form SF (1449) completed in Iraqi Dinars (for local companies) or USD (for foreign companies).
- 2. Performance Plan with Performance Schedule where the estimated period of performance must be specified.
- 3. Name, cell phone number and ID number with copy of Superintendent who can speak good English with certificate(s) of language proficiency.
- 4. Copies of valid International Zone badges for all personnel performing under the project.
- 5. All required IZ access authorizations for vehicles/trucks/lifts/backhoes will be the responsibility of the successful contractor. The U.S. Embassy-Baghdad will provide a copy of the contract, if required, to assist the process of issuing the authorization letter(s) when requested. *Kindly complete the PMNOC requirement in attached word document.*

Please be advised that each offeror is responsible for furnishing complete information to his/her subcontractor and suppliers, such as details and quantities required by the drawings and specifications if any.

Questions submittal due date is (*Thursday November 16, 2017 at/ before 12:00 PM Baghdad time*); all questions should be submitted by writing in English language to the Email address stated on the bottom of this cover letter. Answers to all questions will be posted on the U.S. Embassy website to all bidders.

The Contracting Officer reserves the right to reject a quote and to waive any informality in the quote received. In addition, the Embassy reserves the right to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.

Direct any questions regarding this solicitation to BaghdadGSOProcurement@state.gov.

Sincerely,

Ramon Taruc Contracting Officer

Enclosure: 191-Z10-18-Q-0003

SECTION A

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER		BER	PAGE 1 OF 50			
2. CONTRACT NO.	3. AWARD/E	FFECTIVE DA	ATE	4. ORDER NU	MBER	5. SOLIC 1912	TTATIO				CITATION ISSUE DATE 02/2017
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Ramo	on Taruc,	Contra	acting Offi	cer	calls)	ELEPHONE NUMBER (No collect c) phdadGSOProcBid@state.gov				R DUE DATE/ LOCAL TIME 3/2017
9. ISSUED BY	C	ODE			HIS ACQU SMALL BU	ISITION IS	-	ΩD	RESTRICTED		T ASIDE: % FOR:
General Services Office U.S. American Embassy					HUBZONE BUSINESS	SMALL		☐ (WO		NDER TH	E WOMEN-OWNED NAICS:
International Zone, Bag	_				SERVICE-I VETERAN	DISABLED) [□ EDV	VOSB		
					SMALL BI		[□ 8 (A)	SIZI	E STANDARD:
11. DELIVERY FOR FOB DESTINA BLOCK IS MARKED	ATION UNLESS	12. DISCOUN	T TERM	S 🗆 13a	RATED (NTRACT IS	IDER	13b. R	ATING		
☑ SEE SCHEDULE					DPAS (1:	5 CFR 700)		14. ME ⊠RFQ	THOD OF SOLICI IFB	ΓΑΤΙΟΝ □ RFP	
15. DELIVER TO		CODE		16. AD	MINISTER	ED BY				CODE	
General Services Office	;			Infor	mation	Resour	ce Ma	anage	ement		
U.S. American Embassy	-				U.S. American Embassy – Baghdad						
International Zone, Bag	hdad, Iraq CODE	FACILITY	7		International Zone, Baghdad, Iraq 18a. PAYMENT WILL BE MADE BY CODE						
1/a. CONTRACTOR/OFFERER	CODE	CODE								C	ODE
					Financial Management Office U.S. American Embassy – Baghdad, Iraq						
					BaghdadVendorInvoice@State.gov						
□ 17b. CHECK IF REMITTANCE IS OFFER	S DIFFERENT AND P	UT SUCH ADI	DRESS IN		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM					S BLOCK	
19. ITEM NO.	SCHEDULE	20. OF SUPPLIES	/SERVICI	ES	QU	21. ANTITY	22. UNIT	Г	23. UNIT PRICE		24. AMOUNT
	So (Use Reverse and/or At	ee schedul tach Additional	-	Necessary)							
25. ACCOUNTING AND APPROPE	RIATION DATA							20	6. TOTAL AWARI	AMOUN	T (For Govt. Use Only)
□ 27a.SOLICITATION INCORPORADDENDA	RATES BY REFEREN	CE FAR 52.212	2-1, 52.21	2-4. FAR 52.21	2-3 AND 5	2.212-5 AR	RE ATTA	ACHED	. 🛮 🖾 A	RE 🗆 A	RE NOT ATTACHED
☐ 27b.CONTRACT/PURCHASE C	ORDER INCORPORAT	ES BY REFER	ENCE FA	AR 52.212-4. F	AR 52.212-	5 IS ATTA	CHED.	ADDE	NDA 🗆 A	RE A	RE NOT ATTACHED
☑ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELI ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDIT SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			DELIVER ALI DDITIONAL				CK 5), INCLUDING ANY				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. U	NITED ST.	ATES O	F AME	RICA (SIGNATUR.	E OF CON	TRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNE	ER (Type or print)	31	0c. DATE	E SIGNED	31b. N	B1b. NAME OF CONTRACTING OFFICER (Type or print) Ramon Taruc 31c. DATE SIGNED			31c. DATE SIGNED		

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 02/2012) Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.		2 SCHEDULE OF SU		RVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	See sc	ope of work for repetitions of servi	equired ces plea	quantities se.	and				
32a. QUANTITY IN CC	DLUMN 21	HAS BEEN					l l		
		PECTED ACCEPTED	D, AND CO	NFORMS TO T	HE CON	ГКАСТ, ЕХСЕРТ	`AS NOTED):	
32b. SIGNATURE OF A REPRESENTATIV		ZED GOVERNMENT		32c. DATE	320	I. PRINTED NAM REPRESENTA		LE OF AUTHORIZED GO	OVERNMENT
32e. MAILING ADDRES	S OF AUTI	HORIZED GOVERNMENT	REPRESENT	TATIVE	32f	TELEPHONE NU	JMBER OF A	UTHORIZED GOVERNMI	ENT REPRESENTATIVE
					32g	E-MAIL OF AU	THORIZED G	OVERNMENT REPRESEN	YTATIVE
33. SHIP NUMBER		34. VOUCHER NUMBER		NT VERIFIED	36.	PAYMENT			37. CHECK NUMBER
PARTIAL	FINAL		CORRI	ECT FOR	☐ COMPLETE☐ PARTIAL ☐ FINAL		FINAL		
38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	40. PAID E	BY	•				
41.a. I CERTIFY THIS A	ACCOUNT I	IS CORRECT AND PROPER F	OR PAYMEN	TT .	42a. RECI	EIVED BY (Print)			
41b. SIGNATURE AND TIT	TLE OF CEI	RTIFYING OFFICER	41C. DATE						
			42b. RECEIVED AT (Location)						
					42c. DATI	E REC'D (YY/MM/DI	D)	42d. TOTAL CON	TAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

PART I - THE SCHEDULE

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide tree trimming & cutting services for the U.S. Embassy-Baghdad.

B.2 <u>TYPE OF CONTRACT</u>

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

B.3 TYPES OF SERVICES

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

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

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

Minimum: The Government shall place orders totaling a minimum of <u>to be determined after</u> <u>awarding</u>, This reflects the contract minimum for the base year and option period.

Maximum: The amount of all orders shall not exceed <u>to be determined after awarding</u>. This reflects the contract maximum for the base year and each option period for temporary/additional services.

B.4 PRICING

- (a) The Government will pay the Contractor a fixed price for Standard Services that have been satisfactorily performed. The Government will also pay the Contractor for Temporary Additional Services ordered by the Government for satisfactorily completed work.
- (b) The Contractor shall include any premium pay for services required on holidays only in the fixed prices for Standard Services. The Contractor shall include any premium pay for overtime only in the fixed rates for Temporary Additional Services.

- (c) The Government will also reimburse the Contractor at the purchase price for any materials or equipment ordered by the Government for Temporary Additional Services.
- (d) The cost of Workers' Compensation War-Hazard Insurance Overseas (See Section I, FAR 52.228-4) is not reimbursable and shall be included in the Contractor's rates.
 - (e) The Government will make payment in local currency.
 - (f) VALUE ADDED TAX.

VALUE ADDED TAX (VAT).

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

B.5 Base Year Prices

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

Index	Service Area	Description	UOM	Quantity	Unit Price	Total Amount
1	both sides of the River Road to the intersection with Gordo Alley	Tree trimming & cutting (as per described in below SOW)	Service	2		
2	River side between Green CAC and Black CAC	Tree trimming & cutting (as per described in below SOW)	Service	2		
3	Along the road Southwest side of the embassy (from the end of the West End Road to the UAE Embassy).	Tree trimming & cutting (as per described in below SOW)	Service	2		
					Net Amount	

(B) Temporary Additional Services. The unit fixed price is:

Index	Service Area	Description	UOM	Quantity	Unit Price	Total Amount
1	both sides of the River Road to the intersection with Gordo Alley	Tree trimming & cutting (as per described in below SOW)	Service			
2	River side between Green CAC and Black CAC	Tree trimming & cutting (as per described in below SOW)	Service			
3	Along the road Southwest side of the embassy (from the end of the West End Road to the UAE Embassy).	Tree trimming & cutting (as per described in below SOW)	Service			
					Net Amount	

Total Not to Exceed Price for Base Year (a + b)

B.6 Option Year 1 Prices

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

Index	Service Area	Description	UOM	Quantity	Unit Price	Total Amount
1	both sides of the River Road to the intersection with Gordo Alley	Tree trimming & cutting (as per described in below SOW)	Service	2		
2	River side between Green CAC and Black CAC	Tree trimming & cutting (as per described in below SOW)	Service	2		
3	Along the road Southwest side of the embassy (from the end of the West End Road to the UAE Embassy).	Tree trimming & cutting (as per described in below SOW)	Service	2		
					Net Amount	

(B) Temporary Additional Services. The unit fixed price is:

Index	Service Area	Description	UOM	Quantity	Unit Price	Total Amount
1	both sides of the River Road to the intersection with Gordo Alley	Tree trimming & cutting (as per described in below SOW)	Service			
2	River side between Green CAC and Black CAC	Tree trimming & cutting (as per described in below SOW)	Service			
3	Along the road Southwest side of the embassy (from the end of the West End Road to the UAE Embassy).	Tree trimming & cutting (as per described in below SOW)	Service			
					Net Amount	

Total Not to Exceed Price for Base Year (a + b)

B.7 Grand Total of Base plus Option Year				
Base Year Total				
Option Year 1 Total				
Grand Total of Base plus Option Year				

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. PROJECT DESCRIPTION

1.1 Project Synopsis

The project will provide trimming <u>twice</u> a year for the trees branches in the both sides of the River Road to the intersection with Gordo Alley, River side between Green CAC and Black CAC and Along the road Southwest side of the embassy (from the end of the West End Road to the UAE Embassy).

2. GENERAL CONDITIONS

- 2.1 Fixed-Price Proposal. The Contractor shall provide one fixed-priced Proposal for the complete project that includes every aspect of the Work.
- 2.2 Specifications.
 - A. Should there be a discrepancy between any of the items noted above, the more stringent shall govern.
 - B. The Contractor is responsible for compliance with all Building Codes; Work not in compliance with the Codes shall be deemed to be unacceptable.
- 2.3 Execution. The Work shall be executed in a diligent and workmanlike manner in accordance with the negotiated fixed-price, this Scope of Work, the Project Schedule, Codes and references noted above, and the laws of the City of Baghdad.
- 2.4 Work Hours. Unless otherwise agreed with Facilities Management, the Work shall be executed during normal Embassy work hours. Night, weekend or holiday work shall not be permitted except as arranged in advance with Facilities Management. Embassy holiday schedule is available from Facilities Management.

2.5 Safety.

- A. The Contractor shall be responsible for conducting the work in a manner that ensures the safety of residents, employees and visitors to the Embassy, and the Contractor's employees.
- B. The Contractor is required to comply with the Construction Safety and Occupational Health Regulations of OBO Specification Section 01521 and the US Army Corps of Engineers Safety and Health requirements Manual. (EM385).

2.6 Workforce.

- A. The contractor shall provide all supervision, skilled and unskilled labor needed to perform the work. The Contractor shall provide all skilled and unskilled labor needed to perform the Work.
- B. In order to comply with the Embassy's minimum escort ratio requirement of one (1) escort to four (4) workers, the Contractor will have on his staff an employee(s) with an RSO vetted "Escort" Badge.
- C. If the Contractor has no staff with an Escort Badge the Contractor will have 10 days from award to submit the required paperwork. The RSO vetting process could take up to 30 days and must be shown on the Contractors Project Schedule.
- D. Information for all non-badged staff must be submitted to the COR for processing to allow the workers access to the NEC. This list must be resubmitted every 30 days or when modified.
- E. If escorts are needed prior to being vetted by the RSO the Contractor may submit a request to the COR for government furnished escorts. The COR will schedule temporary escorts ONLY if they are available and the request must be submitted at least 48 hours in advance of the preferred date.

- 2.7 Subcontractors. Contractor shall be responsible for the conduct and workmanship of Subcontractors engaged in the Project, and for Subcontractors compliance with the terms of this Statement of Work. The Contractor is responsible for the behavior and workmanship of Subcontractors while on Embassy property.
- 2.8 Modification to Contract. The Contractor shall not incur any costs beyond those described in this SOW unless directed otherwise in writing by the Contracting Officer. Any work performed by the Contractor beyond this SOW without written direction from the Contracting Officer will be at the Contractor's own risk and at no cost to the Embassy.
- 2.9 Stop Work. At any time during the Project, the Contracting Officer reserves the right to Stop Work for protection of employees or visitors, security, or any other reason at his/her discretion.
- 2.10 Construction Cost Breakdown. The Government provided "Construction Cost Breakdown" is for bid comparison only, and the contractor is responsible to field measure and to quantify the required materials and tasks as to complete the job.
- 2.11 Submittals. The contractor is responsible to submit shop drawings prior to fabrication and release of any materials for the FAC Engineer's review and approval. The Engineer's review, however, does not relieve of the contractor's responsibility for the engineering work as to provide a complete working system.
- 2.12 Excavation and Utilities. The contractor is responsible to locate all existing utility lines prior to any excavation. Prior to disconnecting any existing utility services, the contractor is responsible to provide 48-hour advance notice to the COR.
- 2.13 Close-out.
- Housekeeping. The contractor is responsible to clean up daily after working hours. The Contractor is also responsible for Final Cleaning of the area, ready for use by the Government.

3. <u>BID FORM - CONSTRUCTION COST BREAKDOWN</u>

No	Descriptions	Unit	Qty	Unit Price \$	Total Price \$
1	Administration				
Α	Mobilization / Demobilization	LS	1		
В	Submittals – product data & shop drawings	LS	1		
	Administration			Sub-Total	
2	Trimming/Cutting Work				
A	River Road	LS	1		
В	River Bank	LS			
С	Embassy Road	LS			
	Trimming/Cutting Work			Sub-Total	
3	Debris Removal				
A	River Road	LS			
В	River Bank	LS			
С	Embassy Road	LS			
	Debris Removal			Sub-Total	
3	DBA Insurance				
A	Contractor shall cover each of its workers at the site with DBA Workers' Compensation coverage, and require its subcontractors to do the same. Contractor must furnish certificate evidencing this coverage to Engineer prior to starting work.	LS	1		
	DBA Insurance			Sub-Total	
	Items 1 thru 2			Sub-Total	
				G & A	
				Sub-Total	
				Profit	
4	Basic Bid -			Contract Cost	
A	Bid -			Contract Cost	

4.0 SCOPE OF WORK

4.1 General Requirements

- A. The Contractor is to provide all labor, logistics, equipment and material for the Work requested based on the attached and referenced drawings and specifications, and the specific instructions noted in this Statement of Work.
- B. Comments below supplement the referenced specifications and are to be incorporated into the Work. If there are any conflicts, the most stringent standard applies.
- C. Except as noted, within 5 days of Notice to Proceed (NTP), the contractor shall provide to the COR a project schedule showing start to completion.
- D. The contractor is responsible to dispose of the debris outside of the IZ. Include, but not limited to soils, rock excavation, packing materials, scrap steel, and debris generated by project.
- E. When pursuing the work, the contractor is to take extra care as not to damage existing structures.
- F. During the execution of any work along a roadway, the contractor shall take measures to protect workers and passing vehicles by means of an approved traffic management plan which includes measures (barricades, flag-man, etc.). A traffic management plan will be submitted to the COR within 5 days of NTP.

4.2 Cutting and Trimming Trees Branches.

- Cutting and Trimming Trees Branches shall be implemented twice a year and as directed by RSO/FAC
- 2. Cut and trim the trees branches along the road between the south west corner of the embassy compound along the River Road to the intersection with Gordo Alley. The cutting shall include all tree branches protruding from the trees trunk to both sides of the street (buildings and river sides). Clearing distance shall be from the edge of the road curb toward the buildings side and flush with outer side of the perimeter TWall on the river side. The work shall include the street.
- 3. For the Embassy Road, cut the trees brunches two meters from the curbs toward the buildings along the entire road from guard booth southwest US Embassy Wall to the end of the Embassy of UAE.
- 4. The work is to exclude the area in front of the South Korean Embassy
- 5. Cut everything including the weeds and foliage between the south embassy perimeter wall to the water level. The work shall be in and around the existing barbed wires. Cut and remove all the trees and tree stumps. The stumps shall be no taller than 300mm
- 6. Cut and clear all brush (any plant material not specifically a bush and with a stem size less than 40mm) from the roadway along River Road and along the Embassy South Perimeter Wall running adjacent to the Tigris River. Along the river, the brush will be cut from the perimeter wall to the water line. All brush to be cut to within 70mm of the existing ground.
- 7. Cut the trees by the South Korean Embassy. The remaining stumps shall be no taller than 300mm
- 8. Along, Embassy Road, the road Southwest side of the embassy (from the end of the West End Road to the UAE Embassy), cut and trim the trees shrubs and stems from the road curb to 2m width toward the embassies' buildings side.
- 9. The horizontal and vertical trimming/cutting orientations are as directed by FAC.
- 10. Clean and remove all the cutting/trimming debris out of the IZ.
- 11. The work shall be approved by the COR.

5. Closeout

- At completion of work, the Contractor shall clean any impacted areas to a condition equal to original condition.
- All materials and construction debris are to be disposed of in a legal manner outside of the IZ.

6. <u>DELIVERABLES</u>

- a. Pre-Construction:
 - i. Safety, Security Plan
 - ii. DBA Insurance
 - iii. Bank Guarantee
 - iv. Schedule
- b. Construction:
 - i. Meeting Minutes, Progress reports
 - ii. Updated Schedule
 - iii. Safety Incidents
- c. Close-out
 - i. As-built Drawings
 - ii. O&M Manuals
 - iii. Standard Operating Procedure(s)

7. PROJECT SCHEDULE

a. Approximate dates of pre-award activities

i.	Pre-Bid Site Survey	o/a	TBD
ii.	Bids Due	o/a	TBD
iii.	Contract Award	o/a	TBD
iv.	Notice to Proceed (NTP)	o/a	TBD

b. Construction Milestones, from Notice to Proceed

(All time periods in calendar days)

i.	Notice to Proceed (NTP)	0	Days
ii.	Project Schedule to FAC	5	
iii.	Cutting and Trimming	30	
iv.	Construction Completion	5	
v.	Project Acceptance	40	

- c. Commencement, execution, and Completion of Work
 - i. The Contractor shall be required to (a) commence work under this contract within five (5) calendar days after the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the time frame noted above. The time stated for completion shall include final cleanup of the premises.

from NTP

8. RESPONSIBILITIES AND PROJECT MANAGEMENT

- a. COR. A Contracting Officers Representative (COR) will be assigned to ensure quality assurance goals are met. The Contractor shall provide the COR access to the site at all times.
- b. Point of Contact (POC). The COR shall be the main point of contact for this Project. The Contractor shall report to the COR on (a) status of the Project, (b) changes in Schedule, (c) accidents and safety issues, (d) disruptions to elevator or utility services; and all other important information pertaining to the Project
- c. English Speaking Representative. The Contractor shall provide an English-speaking representative onsite during all working hours with the authority to make all decisions on behalf of the Contractor and subcontractors.

- d. Management Personnel. The Contractor shall staff the site, full-time, with a competent senior manager who shall perform project management. Remote project management is not an option. This individual shall keep a detailed photographic and written history of the project and shall update the Government weekly.
- e. Site Security. The Contractor is responsible for on-site security as necessary to ensure no unauthorized access to their work sites. The Contractor is 100% responsible for securing their working materials and equipment. Any damage to facilities or infrastructure, which happens due to a lack of security, will be the responsibility of the Contractor to correct.
- f. Contractor's Temporary Work Center. The Contractor will be permitted to use a designated area within the contract limits for operation of his construction equipment and office if warranted. If directed by the Contracting Officer, the Contractor shall not receive additional compensation to relocate his operations. The Contractor is responsible for obtaining any required additional mobilization area above that designated. On completion of the contract, all facilities shall be removed from the mobilization area within 5 days of final acceptance by the Contractor and shall be disposed of in accordance with applicable host government laws and regulations. The site shall be cleared of construction debris and other materials and the area restored to its final grade. The Contractor is responsible for maintaining this area in a clear orderly manner.
- g. Health and Safety.
 - i. The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with this project. The Contractor must provide cold water to all workers at the job sites. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards. At a minimum PPE shall consist of eye protection, hard hats, and closed toe shoes.
 - ii. If the workers arrive on-site with sandals or athletic shoes, the Contractor is expected to provide rubber boots to them or send them home. All construction workers and management personnel must wear hard hats at all times on the construction sites. Contractor provided rubber boots and rubber gloves shall be worn when working around concrete placement. Other PPE such as gloves, dust masks, air respirators (sewage work) are also recommended. These items must be provided at the Contractor's expense. Workers may use discretion if they feel unsafe in using the equipment in a hostile environment. Any worker at an elevated location above 4 meters, with the exception of a portable ladder, must be provided and utilize a safety harness.
 - iii. The Contractor must adhere to the Construction Safety and Occupational Health Regulations of OBO Specification Section 01521.
- h. Progress Payments. If the contract awarded expects to receive more than one (1) progress payment, the Contractor must submit a broken out Cost Proposal with a Schedule of Values in order to properly calculate the percentage of contract completion.

SECTION D PACKAGING AND MARKING RESERVED

SECTION E - INSPECTION AND ACCEPTANCE

E.1 <u>52.252-2</u> CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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

E.2 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

	PWS	
Performance Objective	Paragraph	Performance Threshold
Services Performs all tree trimming & cutting services set forth in Statement of Work (SOW).	Page# 7 thru Page# 12	All required services are performed and no more than one (1) customer complaint is received per task order.

E.2.1 Surveillance

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

E.2.2 Standard

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

E.2.3 Procedures

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

- F.1.1 The performance period of this contract is one year plus one year option year from the date the contractor receives the notice under a completely funded task order..
- F.1.2 The Government may extend this contract for up to One (1) additional period in accordance with the option clause in Section I. 52.217-9, Option to Extend the Term of the Contract, which also specifies the total duration of this contract. See also Section I, FAR 52.217-8, Option to Extend Services, for up to an additional six months of optional performance, if required by the Government.

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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

F.3 DELIVERY SCHEDULE				
The following items shall be delivered under this contract:				
Description	Quantity	Delivery Date	Deliver To	
C.1.3.2 General Instructions	1	30 days after award	COR	
C.3.1.2 Schedule	1	Weekly	COR	

F.4 NOTICE TO PROCEED

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

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

G.1.1 Duties

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

G.2 SUBMISSION OF INVOICES

The Contractor shall submit invoices in an original and three (3) copies to the Contracting' Officer's Representative (COR) at the following address:

BaghdadVendorInvoice@state.gov

G.2.1 Value Added Tax

VALUE ADDED TAX (VAT). 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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 <u>SECURITY</u>

- H.1.1 <u>General</u>. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.
- H.1.2 <u>Identity Cards</u>. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

H.2 STANDARDS OF CONDUCT

- (a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.
- (b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.
- (c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.
- (e) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- (f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
 - Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
 - Unauthorized use of Government property, theft, vandalism, or immoral conduct;
 - Unethical or improper use of official authority or credentials;
 - Security violations; or,
 - Organizing or participating in gambling in any form.

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

H.3 PERSONNEL HEALTH REQUIREMENTS

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

H.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

- (a) Bonds. The Government imposes bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.
- (b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.
- (c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.
- (d) Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability

1. Bodily Injury, On or Off the Site, in US Dollars		
Per Occurrence	10,000.00USD	
Cumulative	100,000.00USD	
2. Property Damage, On or Off the Site, in US Dollars		
Per Occurrence	10,000.00USD	
Cumulative	100,000.00USD	

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

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

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

- (a) Any property of the Contractor,
- (b) Its officers,
- (c) Agents,
- (d) Servants,
- (e) Employees, or
- (f) Any other person, arising from 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.

(e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the performance of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

H.5 <u>CERTIFICATE OF INSURANCE</u>

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

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 <u>52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</u>

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1):

<u>CLAUSE</u>	TITLE AND CLAUSE
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.204-18	COMMERCIA LAND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 2010)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)
52.222.50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.225-5	TRADE AGREEMENTS (FEB 2016)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (MAY 2014)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATIONS OF FUNDS (JUNE 2013)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-25	PROMPT PAYMENT (JAN 2017)
52.232-32	PERFORMANCE-BASED PAYMENTS (APR 2012)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.232-34	PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)
52.233-1	DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)

52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.242-13	BANKRUPTCY (JULY 1995)
52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
52.244-6	SUBCONTRACTOR AND COMMERCIAL ITEMS (JAN 2017)
52.245-1	GOVERNMENT PROPERTY (JAN 2017)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)
52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)
52.248-1	VALUE ENGINEERING (OCT 2010)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) – ALTERNATE I (SEPT 1996)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

I.2 <u>FAR CLAUSES IN FULL TEXT</u>:

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 (MARCH 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **30 calendar days** before the final date of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 calendar days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **24** (months).

(End of clause)

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

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

I.3 DOSAR CLAUSES IN FULL TEXT

652.243-70 NOTICES (AUG 1999)

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
- (1) That 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.

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

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

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

(e) If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable

item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

(End of clause)

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

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
 - (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
 - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
 - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
 - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
 - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
 - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
 - (b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

- (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
- (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

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

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

I.4. CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

I.5. 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 <u>EXHIBIT B</u>

CONTRACTOR FURNISHED MATERIALS

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

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

K.1 <u>52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)</u>

- (a) The offeror certifies that -
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
 - (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

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

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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

- (a) Definitions. As used in this provision "Lobbying contact" has the meaning provided at 2 USC 1602(8). The terms "agency", "influencing or attempting to influence", "officer or employee of an agency", "person", "reasonable compensation", and "regularly employed" are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.
- K.3 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements Representation (JAN 2017)

K.4 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract. (c) Taxpayer Identification Number (TIN). ____ TIN: _____. TIN has been applied for. ___ TIN is not required because: Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.; ____ Offeror is an agency or instrumentality of a foreign government; ____ Offeror is an agency or instrumentality of a Federal, state or local government; ___ Other. State basis. _____ (d) Corporate Status. Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services; Other corporate entity; ___ Not a corporate entity; ___ Sole proprietorship ____ Partnership Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

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

(e) Common Parent.
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause
Name and TIN of common parent:
Name
ΓΙΝ
K.5 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—
CERTIFICATION (AUG 2009)
(a) Definitions. As used in this provision—

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

"Marginalized populations of Sudan" means—

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.
- (b) Certification. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.
- K.6 52.204-8 -- Annual Representations and Certifications. (DEC 2016)

- (a)(1) The North American Industry classification System (NAICS) code for this acquisition is 561720.
 - (2) The small business size standard is \$18M.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at <u>52.204-7</u>, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- □ (i) Paragraph (d) applies.
- □ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) <u>52.203-2</u>, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) <u>52.203-11</u>, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) <u>52.204-3</u>, Taxpayer Identification. This provision applies to solicitations that do not include the provision at <u>52.204-7</u>, System for Award Management.
- (iv) <u>52.204-5</u>, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns:

- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) <u>52.209-2</u>, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vi) <u>52.209-5</u>, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) <u>52.209-11</u>, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) <u>52.214-14</u>, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) <u>52.215-6</u>, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) <u>52.219-1</u>, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) <u>52.219-2</u>, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) <u>52.222-22</u>, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at <u>52.222-26</u>, Equal Opportunity.
- (xiii) <u>52.222-25</u>, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at <u>52.222-26</u>, Equal Opportunity.
- (xiv) <u>52.222-38</u>, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) <u>52.222-57</u>, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.
- Note to paragraph (c)(1)(xv): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the

- court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xvi) <u>52.223-1</u>, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at <u>52.223-2</u>, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvii) <u>52.223-4</u>, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xviii) <u>52.223-22</u>, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitation that include the clause at <u>52.204-7</u>.
- (xix) <u>52.225-2</u>, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xx) <u>52.225-4</u>, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at <u>52.225-3</u>.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) <u>52.225-6</u>, Trade Agreements Certificate. This provision applies to solicitations containing the clause at <u>52.225-5</u>.
- (xxii) <u>52.225-20</u>, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xxiii) <u>52.225-25</u>, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxiv) <u>52.226-2</u>, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) <u>52.204-17</u> , Ownership or Control of Offeror.
(ii) <u>52.204-20</u> , Predecessor of Offeror.
(iii) <u>52.222-18</u> , Certification Regarding Knowledge of Child Labor for Listed End Products.
(iv) <u>52.222-48</u> , Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
(v) <u>52.222-52</u> , Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
(vi) <u>52.223-9</u> , with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).
(vii) <u>52.227-6</u> , Royalty Information.
(A) Basic.
(B) Alternate I.
(viii) <u>52.227-15</u> , Representation of Limited Rights Data and Restricted Computer Software.
(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov . After reviewing the SAM database information the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
FAR Clause # Title Date Change
Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.
(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015) K.7

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that -- (i) The Offeror and/or any of its Principals --

- (A) Are [_] are not [_] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) 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 public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and
- (C) Are [_] are not [_] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
- (D) Have [_], have not [_], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) Examples.
- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (*iv*) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has [[_] has not [_], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.8 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: _		 	
Address:			
Telephone	Number:		

K.9 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

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

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

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

K.10 RESERVED

K.11 <u>52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC</u> CORPORATIONS – REPRESENTATION (MAY 2011)

- (a) *Definition*. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
- (b) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at $\underline{26}$ $\underline{U.S.C.}$ 7874.
 - (c) Representation. By submission of its offer, the offeror represents that—
 - (1) It is not an inverted domestic corporation; and
 - (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.12 652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

- (a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –
- (1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or
- (2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written

determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

SECTION L – <u>INSTRUCTIONS</u>, <u>CONDITIONS</u>, <u>AND NOTICES TO OFFERORS</u>

NOTE TO CO: If country is not on the approved list of country waivers at site below for Defense Base Act Insurance then add the following in first paragraph where it addresses prices and completion of Section K add:

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm

L.1 <u>SUBMISSION OF OFFERS</u>

- L.1.1 Summary of Instructions. Each offer must consist of the following:
- L.1.1.1. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and filled out Sections B and K.
 - L.1.1.2. Information demonstrating the offeror's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror operates an established business with a permanent address and telephone listing;
- (3) List of clients over the past 3 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 Iraq 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. A copy of valid IZ badges for all employees performing under the contract shall be provided as well.
 - (6) The offeror's strategic plan for tree trimming 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) Environmental Preferability Submission, describing how the offeror will ensure the use of environmentally friendly products and materials in the performance of the contract. The offeror shall list all chemical cleaning products and non-chemical products that will be used.

Submit the complete offer to the address shown at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 1449. The offer shall include company brochure, technical proposal, clients list and financial statement from a trusted bank demonstrating financial capabilities to perform under the contract financial requirements.

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

L.1.2 Proprietary Data

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

L.2 <u>52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE</u> (FEB 1998)

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

<u>PROVISION</u>	TITLE AND DATE			
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)			
	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2016)			
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)			
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS (JAN 2004)			
2015)	52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR			

52.237-1 SITE VISIT (APR 1984)

Check cover letter please.

L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 PRE-PROPOSAL CONFERENCE

Not applicable

L.5 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past 5 years;

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

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

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

VERSION A

L.6 <u>SITE VISIT</u>

In accordance with FAR provision 52.237-1, Site Visit, the post will arrange for site visit (**Kindly check cover letter**).

L.7 652.206-70 Advocate for Competition/Ombudsman.

As prescribed in 606.570, insert the following provision:

ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

- (a) The Department of State's Advocate for Competition 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 first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:
- (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at <u>AQMCompetitionAdvocate@state.gov</u>.

- (2) For all others, the Department of State Advocate for Competition at cat@state.gov.
- (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, __[insert name]__, at __[insert telephone and fax numbers]__. 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) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION M EVALUATION FACTORS FOR AWARD

M.1 <u>EVALUATION OF PROPOSALS</u>

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

M.1.2. Basis for Award.

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

a) Initial Evaluation

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

b) <u>Technical Acceptability</u>

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

c) <u>Price</u>

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

d) Responsibility

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

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

(6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

M.1.3 Award Selection

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

M.2 PRICE EVALUATION

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

M.3 <u>SEPARATE CHARGES</u>

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.5. AWARD WITHOUT DISCUSSIONS

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