

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER	PAGE 1 OF 51
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SGH100-10-Q-0004	6. SOLICITATION ISSUE DATE Feb 9, 2010	
7. FOR SOLICITATION INFORMATION CALL	a. NAME Mark Atkisson – A/GSO		b. TELEPHONE NUMBER(No collect calls) 021 741759	8. OFFER DUE DATE/ LOCAL TIME February 26, 2010 at 12:00 noon	
	9. ISSUED BY The Contracting Officer U.S.Embassy, Accra Ghana P.O. Box 194	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED <input type="checkbox"/> 8(A) NAICS: SIZE STD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT	13a. THIS CONTRACT IS A RATED ORDER 13b. RATING			
15. DELIVER TO:	Code	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP 16. Administered by:			
17.a. CONTRACTOR/OFFEROR CODE	CILITY CODE	18a. PAYMENT WILL BE MADE BY The Financial Management Officer U.S. Embassy Accra Ghana			
TELEPHONE NO: <input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Waste Collection Services See attached. (Use Reverse and/or Attach Additional Sheets as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED
			Mark Atkisson		

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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449,
RFQ NUMBER SGH100-10-Q-0004
PRICES, BLOCK 23

1. PRICES AND PERIOD OF PERFORMANCE

1.1 The contractor shall perform trash and garbage and disposal services, including furnishing all labor, material, equipment and services, for the U.S. Embassy, Accra. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services that have been satisfactorily performed.

1.2 Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide Temporary Additional Services when requested by the Contracting Officer 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 in Section 1.5-1.9. This work shall be performed by Contractor trained employees, and shall not be subcontracted. The Contracting Officer may require the Contractor to provide temporary additional services with 24 hour advance notice.

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 1 waste pickup. This reflects the contract minimum for the base year and option period.

Maximum: The amount of all orders shall not exceed 500 waste pickups. This reflects the contract maximum for the base year and each option period for temporary/additional services.

1.3 The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the Contracting Officer's written confirmation for the temporary additional services.

1.4 After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from the start date listed in Notice to Proceed unless the Contractor agrees to an earlier date on which performance shall start). The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12

months, with four one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

1.5 BASE YEAR

A. Standard Services. The firm fixed price for the Base year of the contract is:

Per month _____ x 12 = _____ (Per year)

Temporary Additional Services:

ITEM	DESCRIPTION	QTY	Unit U/T	PRICE	AMOUNT
0001A	SUPPLY AND EMPTY A 4.5 CUBIC METER CONTAINER FOR COLLECTION OF WASTE	1	CONT.		
0001B	SUPPLY AND EMPTY A 11 CUBIC METER CONTAINER FOR COLLECTION OF WASTE	1	CONT.		
001 C	Collection of waste at and individual embassy residence or compound	1	Pickup		
001d	Collection of Waste at Embassy Compound 1	1	Pickup		
001 E	Collection of waste at Embassy Compound 2	1	Pickup		
SUB TOTAL FOR TEMPORARY ADD'L SERVICES:					

B. Temporary Additional Services: _____

C. . Total Base Year: _____(A+B)

1.6 FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months

A. Standard Services. The firm fixed price for the first option year of the contract is:
 Per month _____ x 12 = _____ (per year)

Temporary Additional Services:

ITEM	DESCRIPTION	QTY	Unit U/T	PRICE	AMOUNT
0001A	SUPPLY AND EMPTY A 4.5 CUBIC METER CONTAINER FOR COLLECTION OF WASTE	1	CONT.		
0001B	SUPPLY AND EMPTY A 11 CUBIC METER CONTAINER FOR COLLECTION OF WASTE	1	CONT.		
001 C	Collection of waste at and individual embassy residence or compound	1	Pickup		
001D	Collection of Waste at Embassy Compound 1	1	Pickup		
001 E	Collection of waste at Embassy Compound 2	1	Pickup		
SUB TOTAL FOR TEMPORARY ADD'L SERVICES:					

B. Temporary Additional Services:

C. Total First Option Year: _____ (A+B)

1.7 SECOND OPTION YEAR PRICES

Option Term: Twelve (12) Months

A. Standard Services. The firm fixed price for the second option year of the contract is:
 Per month _____ x 12 = _____ (per year)

Temporary Additional Services:

ITEM	DESCRIPTION	QTY	Unit U/T	PRICE	AMOUNT
0001A	SUPPLY AND EMPTY A 4.5 CUBIC METER CONTAINER FOR COLLECTION OF WASTE	1	CONT.		
0001B	SUPPLY AND EMPTY A 11 CUBIC METER CONTAINER FOR COLLECTION OF WASTE	1	CONT.		
001 C	Collection of waste at and individual embassy residence or compound	1	Pickup		
001d	Collection of Waste at Embassy Compound 1	1	Pickup		
001 E	Collection of waste at Embassy Compound 2	1	Pickup		
SUB TOTAL FOR TEMPORARY ADD'L SERVICES:					

B. Temporary Additional Services:

C. Total Second Option Year: _____(A+B)

1.8 THIRD OPTION YEAR PRICES

Option Term: Twelve (12) Months

A. Standard Services. The firm fixed price for the third option year of the contract is:
 Per month _____ x 12 = _____ (per year)

Temporary Additional Services:

ITEM	DESCRIPTION	QTY	Unit U/T	PRICE	AMOUNT
0001A	SUPPLY AND EMPTY A 4.5 CUBIC METER CONTAINER FOR COLLECTION OF WASTE	1	CONT.		
0001B	SUPPLY AND EMPTY A 11 CUBIC METER CONTAINER FOR COLLECTION OF WASTE	1	CONT.		
001 C	Collection of waste at and individual embassy residence or compound	1	Pickup		
001d	Collection of Waste at Embassy Compound 1	1	Pickup		
001 E	Collection of waste at Embassy Compound 2	1	Pickup		
SUB TOTAL FOR TEMPORARY ADD'L SERVICES:					

B. Temporary Additional Services:

C. Total Third Option Year: _____(A+B)

1.9 FOURTH OPTION YEAR PRICES

Option Term: Twelve (12) Months

A. Standard Services. The firm fixed price for the fourth option year of the contract is:
 Per month _____ x 12 = _____ (per year)

Temporary Additional Services:

ITEM	DESCRIPTION	QTY	Unit U/T	PRICE	AMOUNT
0001A	SUPPLY AND EMPTY A 4.5 CUBIC METER CONTAINER FOR COLLECTION OF WASTE	1	CONT.		
0001B	SUPPLY AND EMPTY A 11 CUBIC METER CONTAINER FOR COLLECTION OF WASTE	1	CONT.		
001 C	Collection of waste at and individual embassy residence or compound	1	Pickup		
001d	Collection of Waste at Embassy Compound 1	1	Pickup		
001 E	Collection of waste at Embassy Compound 2	1	Pickup		
SUB TOTAL FOR TEMPORARY ADD'L SERVICES:					

B. Temporary Additional Services:

C. Total Fourth Option Year: _____ (A+B)

GRAND TOTAL

Base Period Total: _____

First Option Year Total: _____

Second Option Year Total: _____

Third Option Year Total: _____

Fourth Option Year Total : _____

GRAND TOTAL: _____

CONTINUATION TO SF-1449,
RFQ NUMBER SGH100-10-Q-0004
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. Scope of Work: The Contractor shall provide all personnel, equipment, labor, supplies, tools, materials, transportation, supervision and any other resources necessary to perform trash and garbage removal/disposal services from U.S. Embassy properties in accordance with all items and conditions of this contract. The Contractor shall maintain working hours of as stated below in the table in section 1.1. Approval of any request to operate at a time other than the normal working hours shall be made by the COR. All properties are located in the Labone, Cantonments and North Ridge areas of Accra.

1.1 Standard Services: The Contractor shall provide trash containers at designated locations as listed below.

1.1.1. Chancery – Supply two 4.5 ton containers at Service Entrance and pick-up three times per week (Tuesday, Thursday and Saturday). Trash types – cardboard, wood, construction debris, shipping crates, food waste, etc.

1.1.2 Accra Embassy Housing – Remove refuse from USG provided trash cans from the total of 65 individual residences, two 10 house compounds , two 8 house compounds, one 6 house compound, one 5 house compound, two 2 house compounds and the Commissary once per week (Wednesday). Trash type – Garbage, trash, and yard waste.

1.1.3 Embassy Compound I - Remove refuse from USG provided trash cans from the Chief of Mission residence three times per week (Mon, Wed and Sat). Trash type – Garbage, trash and yard waste.

1.1.4 Embassy Compound II - Remove refuse from USG provided trash cans from the Deputy Chief of Mission residence three times per week (Mon, Wed and Sat). Trash type – Garbage, trash and yard waste.

1.1.5 Embassy Compound III. - Supply one 4.5 ton container for Warehouse and pickup once per month on the first Monday of the month. Trash types – construction debris, paint cans, wood, carpet, furniture, metal, concrete, brick and glass.

The Contractor shall perform trash pick-up services at designated locations as listed below.

PICK-UP DATE	COLLECTION STATION	WORKING HOURS
Monday	Embassy Compounds 1 and 2	1200 – 1700
Tuesday	Chancery	0730-1700
Wednesday	Embassy Compounds 1 and 2 Accra Embassy Housing	0730 - 1700
Thursday	Chancery	0730-1700
Friday		
Saturday	Chancery Embassy Compound 1 and 2	0730-0900
First Monday of each month	Embassy Compound 3	0730-1700

1.2 DEFINITIONS:

- 1.2.1 Ashes: The residue from burned wood, coal, coke and other combustible material.
- 1.2.2 Bulk Container: A large container that is used for the disposal of trash and garbage.
- 1.2.3 Collection: The accumulated trash and garbage from any one unit at any one time, regardless of the number of cartons, bundles or the amount of trash.
- 1.2.4 Collection Frequency: The number of times collection is provided in a specified period of time.
- 1.2.5 Collection Station: The locations designated where refuse may be conveniently and efficiently assembled and stored in containers for collection.
- 1.2.6 Contaminated Waste: A material of liquid, solid or gaseous composition which must be disposed of due to degradation of material during use or from a determination that a new material does not meet specifications. Contaminated waste requires special handling during collection, storage, transportation, and disposal. Contaminated waste is specifically excluded from this contract.
- 1.2.7 Debris: Grass cuttings, sod, gravel, tree trimmings, stumps, leaves, limbs, street sweepings, roofing material, concrete masonry units, wood, gypsum board, and similar waste materials.
- 1.2.8 Food Waste: Scraps of food and other associated items generated from the preparation of meals in dining facilities. The Contractor shall certify that food waste will not be used, offered or sold for human consumption.

- 1.2.9 Garbage: All organic edible and inedible waste materials resulting from the preparation and serving of food, and may contain water or other liquids. This includes condemned foodstuffs, fats, bones, and may also include ground garbage generated from food preparation facilities if the Government deems it as practical. The Contractor shall certify that garbage will not be used, offered or sold for human consumption.
- 1.3.0 Hazardous/Special Waste: Any material identified in the 40 CFR Part 261.30 and/or Federal Statute or by Korean Environmental Laws and Regulations. HAZARDOUS MATERIALS ARE SPECIFICALLY EXCLUDED FROM THIS CONTRACT.
- 1.3.1 Industrial Waste: For the purpose of this contract, industrial waste does not include special waste or asbestos or any items that are considered to contain hazardous waste materials or any items to be dump able. Industrial waste includes, but is not limited to, items such as fiberglass hoods, windshields (double glass) from vehicles, waste gypsum boards, waste sponges, waste rubber, and vehicle tires.
- 1.3.2 Open Burning: The combustion of solid waste without (a) control of combustion air to maintain adequate temperature for efficient combustion, (b) containment of the combustion reaction in an enclosed device to provide sufficient residence time and mixing for complete combustion or (c) control of the emission of the combustion products. This is a PROHIBITED ACTION and not an authorized means of ultimate disposal on Embassy property.
- 1.3.3. Reserved.
- 1.3.4 Quality Assurance: Those actions taken by the Government to assure services meet the terms and conditions included in the statement of work and Surveillance Plan.
- 1.3.5 Recoverable Resources: Materials which still have useful physical or chemical properties after service or use for their originally intended purpose and can, therefore, be reused or recycled for the same or other purposes. Sometimes referred to as salvage.
- 1.3.7 Refuse: Includes all garbage, ashes, debris, rubbish and other similar waste material intended for disposal. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.
- 1.3.8 Refuse collection: A system of transporting refuse from collection stations to a point of disposal. It includes hauling garbage to the transfer station, when required by the terms of a contract.
- 1.3.9 Refuse Collection Containers: Includes cans, drums, bins, plastic trash bags or similar receptacles that are used for collection of refuse and can easily be handled.
- 1.4.0 Rubbish: Variety of salvageable waste material, either combustible or noncombustible, such as glass, cardboard, crockery, floor sweepings, sawdust, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food.
- 1.4.1 Combustible Rubbish: Rubbish that can be burned readily in an incinerator or burning pit.

- 1.4.2 Non-combustible Rubbish: Rubbish which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees Fahrenheit).
- 1.4.3 Sanitary Landfill: A site where refuse is disposed using an engineered method in a manner that protects the environment by spreading the waste in thin layers, compacting it to the smallest practical volume and covering it with soil by the end of each working day and which meets the criteria of 42 U.S.C.6903, as well as the Government of Ghana Accra Metropolitan By Law on Sanitation (Local Government Gazette bulletin on Solid and Liquid Waste 1995)
- 1.4.4 Severe Weather: Extremely intense storm systems which could include rain, hail, sleet and/or snow.
- 1.4.5 Solid Waste: Refuse, sludge, and other discarded solid materials resulting from industrial and commercial operations and from community activities. It does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste, water effluents, dissolved materials in irrigation return flow or other common water pollutants.
- 1.4.6 Trash: Materials such as, but not limited to, metal glass, crockery, floor sweepings, sawdust, cardboard, paper, wood beverage cans, drums, paint cans, bottles, cartons, furniture residue, carpet remnants, cloth rags, bagged tree trimmings, bagged grass cuttings, bagged leaves, or any other materials which the Government deems most advantageous to release under this contract. Tree branches, limbs, and construction debris are included as trash. The maximum acceptable size of trash shall be under 7 ft in length, and 50 lb in weight.
- 1.4.7 Regulated Waste: Waste material that is regulated by U.S. or Republic of Ghana law as to the manner of its handling or disposal.

2.0 MANAGEMENT AND SUPERVISION:

2.1 Project Manager:

The Contractor shall provide a Project Manager (PM) who shall be responsible for the performance of the work. The name of the Project Manager and an alternate(s) (who shall be authorized to act for the Contractor when the PM is absent) shall be designated, in writing, to the Contracting Officer.

2.1.2. The Project Manager or, in his/her absence, the alternate, shall have full authority to act for the Contractor on all contract matters relating to the operations of this contract.

2.1.3. The Contractor shall provide to the Contracting Officer's Representative (COR), in writing, the name of the Project Manager and a telephone number as a point of contact between the hours of 0630 through 1700 on every working day.

2.1.4. The Project Manger or, in his/her absence, the alternate, shall be a qualified English speaker and shall manage the work being performed under this contract. The project manager's minimum English language proficiency

level is S-3 (Speaking) and R-2 (Reading). See Attachment B, required English language skills descriptions for more details.

2.1.5 During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

2.2. Safety:

2.2.1. The Contractor is responsible for ensuring that all work performed under this contract is accomplished in a safe and proper manner.

2.2.2 Safety Instruction/Training All Contractor employees shall be instructed on accident prevention and safety. Special emphasis shall be placed on the safe operation of equipment. Training shall be conducted for all employees by the Contractor on appropriate safety measures and on employee's obligation to obey all existing U.S. Government regulations. Training shall be based on Electronic Library of Construction Occupational Safety and Health website, which may be reviewed at <http://www.cdc.gov/eLCOSH/docs/d0100/d000100/d000100.html>

3. WORK SPECIFICATIONS:

3.1. General Responsibilities. The Contractor shall remove all items from points of service indicated on the attachment in an orderly manner and leave the area free of debris. The Contractor shall remove all trash and garbage as well as keep the area within a 10 feet radius free of debris. Service shall be provided according to the established schedule except when a scheduled date falls on a Ghanaian holiday and American holidays, in which case the pickup may be made on the previous or the following day, but in no case will a deviation from the schedule of more than one day be allowed.

3.2. Routes and Collection Schedules:

3.2.1. The Contractor shall establish vehicle routes and collection schedules to meet the requirements **specified in Section 1.1** and submit these routes to the Contracting Officer's Representative (COR) for approval 5 working days prior to the start of contract performance.

3.2.2. Collection Operations. The collection schedule shall be established so collection operations shall be made between the hours of **operation stated in Section. 1.1, "Standard Services."**

3.2.3. If the Contractor desires to work outside of the operation hours, it shall submit its request, in writing, through the COR for final approval by the CO.

3.3. Vehicles:

- 3.3.1. All vehicles shall be in operable condition and meet Republic of Ghana (ROG) safety standards.
- 3.3.2. Vehicles shall have the Contractor's company name displayed on both sides of the vehicle in English.
- 3.3.3. Vehicle Maintenance. The Contractor shall be responsible for making all repairs to keep its vehicles in working order to meet all requirements of this contract. Collection vehicles that are being repaired or are unserviceable shall not be a basis for non-performance of this contract.
- 3.3.4. Cleaning Requirements. Collection vehicles, including the vehicles body, used for hauling refuse shall be kept in a clean condition. No cleaning facility or area shall be provided by the Government. Cleaning shall be accomplished in full compliance with applicable Ghanaian environmental laws and regulations.
- 3.3.5. Contractor shall provide a list of potential vehicles that would be used under this contract.

3.4. Disposal:

- 3.4.1. The Contractor shall dispose of all refuse at a commercial or private location which is not located on any U.S. Government facility location or property.
- 3.4.2. Disposal shall be accomplished in full compliance with all existing U.S. and Republic of Ghana environmental laws and regulations.
- 3.4.3. The Contractor shall be responsible for any permit or fees associated with the use of commercial or private disposal locations.

3.5. Collection of Trash and Garbage:

- 3.5.1. Trash/Garbage. The Contractor shall be responsible for the removal of whatever is deposited in the collection points unless otherwise specified in this contract.
- 3.5.2. Grass/Vegetation. The Contractor shall remove such items as grass, bushes, tree trimmings and other such related items placed in or adjacent to trash receptacles located at residential units. The Contractor shall remove the above items and tree limbs from the designated collection points as indicated on attachment A. as long as they are seven (7) feet or less in length.
- 3.5.3. Replacement of Bulk Containers. The Contractor shall replace a bulk container with an empty bulk container simultaneously at the trash/garbage collection point.
- 3.5.4. Container Cleanliness. The contractor shall ensure that all trash containers are free of trash, garbage, and other debris upon completion of

work. Loose trash, garbage, and other debris must be removed and disposed of during scheduled pickups. Contractor shall ensure odors from dirty containers are prevented.

3.5.5. Construction Debris. The Contractor shall remove of all construction debris that is generated by the Government in-house work force. Construction debris shall include, building insulation, concrete masonry units, concrete, gypsum board, wood, and other items the Government deems not of salvageable value. The maximum acceptable size of construction debris shall be under seven (7) feet in length and 50lbs in weight.

3.5.6. Industrial Waste: The Contractor shall remove all industrial waste. Industrial waste is not to be confused with special waste or asbestos or any items that are considered to contain hazardous waste materials, nor any other Regulated Waste. Industrial waste includes items such as fiberglass hoods, wind shields (double glass) from vehicles, appliances, old furniture, waste sponges, waste rubber, and vehicle tires.

3.5.7. Spillage. The Contractor shall pickup all spillage around collection stations within a ten (10) foot radius. The cleanup operation shall be concurrent with scheduled refuse collections. The Contractor shall ensure that vehicle bodies are kept covered at all times to prevent loose trash from blowing off.

3.5.8. Inaccessible Containers. Containers that are blocked by vehicles or otherwise inaccessible shall be tagged with a weatherproof notice stating the time of attempted collection, reason for non-collection (including license number of vehicle or identification of other obstruction) any other applicable comments. The Contractor shall notify the COR no later than one business day after the attempted collection pickup.

4.0. Illicit Acts:

4.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

4.1.1. The Contractor shall be responsible for any illicit act committed by the its assigned agents and/or employees while such personnel are within the confines of U.S. Government property or any such area involved in the performance of this contract.

4.1.2. For the purpose of this contract, illicit acts include fraud, theft, bribery, extortion, receiving stolen property and any other acknowledged offense not specifically indicated.

4.1.3 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.

4.1.4 Intoxicants and Narcotics: The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

4.1.5 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.

4.1.6 Notice to the Government of Labor Disputes

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

5. SAFETY:

5.1. Regulated Waste:

5.1.1. The Contractor shall not handle regulated waste such as, but not limited to hazardous waste or contaminated waste. If such materials are encountered, the Contractor must stop work immediately and notify the COR. The Contractor shall hold the Government harmless from any and all such demands, suits, actions, or other claims of whatever nature arising from or out of this material. If there is some doubt among contractor personnel as to the nature of a specific item or substance, the contractor is to contact the COR.

5.1.2. Disposal of Solid and Liquid Wastes. The Contractor shall comply with Ghanaian environmental laws, directives, and regulations reference to collection, transfer, transporting, processing, treatment and disposal of solid and liquid wastes.

5.2. Food Waste. The Contractor certifies that food waste generated by dining facilities, commissaries, and clubs shall not be used, offered, or sold for human consumption.

6. SEGREGATION OF MATERIALS:

- 6.1. Segregation of materials by the Government. The Government shall not segregate materials; however, dining facilities and commissaries shall endeavor to keep edible and inedible garbage separate and not contaminate with toxic materials foodstuffs suitable for animal feed. The Contractor shall not segregate materials at the trash collection sites/points or within the boundaries of U.S. Government property.
- 6.2. Government Liability. The Government will not be liable for damages in any amount from any source as a result of garbage or condemned foodstuffs to the Contractor.
- 6.3. Segregation Materials. If segregation of collected trash and garbage is required by local county/city officials prior to disposal at the local dump site, the Contractor shall perform these services, but not on the USG site

7. Security

7.1 Security Requirements.

General: The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees.

7.2. Personnel Security

After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take 14 days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number
- Passport Number
- Aliases
- Profession
- Nationality past and present

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

7.3 Contractor's Employees:

Employee Identification: The Contractor's employees shall present a neat appearance and be easily recognized. Recognition may be accomplished by wearing appropriate badges or uniforms which contain the company name and employee's name. All contractor employees shall be required to display approved identification badges or be in uniform at all times during the performance of work under this contract

8 MATERIALS AND EQUIPMENT

The contractor shall provide all necessary equipment to perform the work identified in this contract.

9 PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services under this contract.

10. INSURANCE

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

1. Bodily Injury stated in US Dollars:
Per Occurrence **\$100,000**
Cumulative **\$100,000**
2. Property Damage stated in US Dollars:
Per Occurrence **\$50,000**
Cumulative **\$50,000**

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

10.3 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.

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

10.5 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

11. LAWS AND REGULATIONS

11.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

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

12. TRANSITION PLAN

Ten (10) days after contract award the contractor shall submit a plan for the contractor to assume all responsibilities for trash and garbage removal and disposal services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

13. DELIVERABLES

The following items shall be delivered under this contract:

<u>Description</u>	<u>Q'ty</u>	<u>Delivery To</u>	<u>Date</u>
2.1.1 & 2.1.4 Contract Mgr/Alt. Resume & Contact Info	1	COR	10 days after award
14.1 Quality Assurance Surveillance Plan	1	COR	1 week prior to commencement of work.
3.2.1 Vehicle routes/Collection schedules	1	COR	1 <u>week</u> prior to commencement of work.
3.2.3 Off hour access request	1	COR	5 working days prior to commencement of work
3.5.8. Inaccessible container notification	1	COR	10 days after award
2.4 List of Personnel	1	COR	One hour after attempted pick up
10.0 Evidence of Insurance	1	COR	10 days after award
Licenses/Permits	1	CO	10 days after award
12.0 Transition Plan	1	CO	10 days after award

14. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

This plan provides an effective method to promote satisfactory 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 monitor quality to ensure that contract standards are achieved.

14.1 Quality Assurance and Surveillance Plan:

14.1.2. The Contractor shall establish and maintain a complete QSAP to ensure the requirements of the contract are provided as specified. The Contractor shall not be allowed to perform any portion of this contract without an approved QSAP

14.1.3. One copy of the Contractor's QSAP shall be provided to the Contracting Officer (CO) not later than one week prior to commencement of work.

14.1.4. A revised copy of the QASP must be provided to the CO as changes occur.

14.1.5. The QSAP shall include:

14.1.5.1 An inspection system covering all the services required under the terms and conditions of the contract. It must specify the areas to be inspected on both a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individuals(s) who shall perform the inspections.

14.1.5.2 On-site records of all inspections conducted by the Contractor and necessary corrective action taken shall be made available to the Government during the term of the contract.

14.1.5.3 Deficient Service: For services found to be incomplete, defective or not accomplished as scheduled refer to scope of work paragraph 14.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Trash and Garbage Removal/Disposal Services</u>	1. thru 13	All required services are performed and no more than one (1) customer complaint is received per month

Monitoring Performance. 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.

Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items, if any of the services exceed the standard.

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 2 - CONTRACT CLAUSES

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (Mar 2009), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM to FAR 52.212-4

None

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FEB 2010)

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

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)
(Pub. L. 108-77, 108-78)

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)). (3) – (19) Reserved
- (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (August 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999). (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212). (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

- [] (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items
- [] (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- [] (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- [] (ii) Alternate I (DEC 2007) of 52.223-16.
- [] (31) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- [] (32) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169
- [] (ii) Alternate I (Jan 2004) of 52.225-3.
- [] (iii) Alternate II (Jan 2004) of 52.225-3.
- [X] (33) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- [x] (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (35) – (38) Reserved
- [] (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332). [*Note to contracting officer: check if the payment will be made by EFT and the contractor has registered in the CCR*]
- [x] (40) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (FEB 2010) (31 U.S.C. 3332). [*Note to contracting officer: check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR*]
- [] (41) – (42) Reserved
- [] (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- [] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) Reserved

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

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

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

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

(e)(1)*[this paragraph applies only if award is made to a US Firm]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) Reserved
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- [] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

- (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995) *

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

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

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

52.216-19 ORDER LIMITATIONS. (OCT 1995)*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 waste pick up, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of 10 waste pickups;
- (2) Any order for a combination of items in excess of 100 waste pickups;
or
- (3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)* This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(b) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months or 5 years.

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

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

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

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

(end of clause)

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

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

(b) **Invoice Submission.** The contractor shall submit invoices in an original and 2 copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

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

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)*

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

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
Presidents' Day
Good Friday
Easter Monday
May Day
African Union Day
Memorial Day

Republic Day
Independence Day
Labor Day
Eid-Il-Fitr
Columbus Day
Veterans Day
Thanksgiving Day
Eid-Il-Adha
Farmer's Day
Christmas Day
Boxing 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.

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

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

(b) The COR for this contract is the Facilities Maintenance Manager.

652.225-71 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,

(a) 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.

652.242-73 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.

*applies to Temporary Additional Services only

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. SF-1449. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Sections 1 and 5 have been filled out.

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

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients, demonstrating prior experience with relevant past performance information and references;
- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- (6) Evidence of 10, Insurance, under Continuation to SF-1449.

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

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

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

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Data Universal Numbering System (DUNS)Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) **The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-060**

(b) **The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, the Management Officer, at 021-741-610 or Fax 021-741-627. 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) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

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

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

(b) TECHNICAL ACCEPTABILITY. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

(c) PRICE EVALUATION. The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) RESPONSIBILITY DETERMINATION. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

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

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (August 2009)

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

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).”

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“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 (as that term is defined in Section 2 of the

Sudan Accountability and Divestment Act of 2007) 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.

“Service-disabled veteran-owned small business concern”— Reserved

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

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

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

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) – (d) Reserved

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

(f) – (g) Reserved

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (**Applies only if the contract value is expected to exceed the simplified acquisition threshold.**) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

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

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) 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.

(B) 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.

(ii) Examples.

(A) 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.

(B) 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.

(C) 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.

(D) 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).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

(2) Certification. ***[If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]***

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

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

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States

(k) Reserved

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name _____.
TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.

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

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

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

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

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

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

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

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

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

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

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

(b) The contracting officer has determined that for performance in the country of Ghana –

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

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

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

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

(End of provision)

Section 6 - Attachments

- Attachment A Property Names and Addresses (see attached spreadsheet)
- Attachment B English Language Proficiency Description

The definitions of the five limited-English language proficiency levels, as well as Level 6, one of two fully-English language proficiency levels, are from PI 13.08(3)(1)-(6), Wisconsin Administrative Rule. Level 7, the other fully-English language proficiency level, is used for purposes of state reporting/state testing.

Level 1—Beginning/Preproduction [WIDA level = Entering]:

A person shall be classified level 1 if the person does not understand or speak English with the exception of a few isolated words or expressions.

Level 2—Beginning/Production [WIDA level = Beginning]:

A person shall be classified level 2 if all of the following criteria are met:

- (a) The person understands and speaks conversational and academic English with hesitancy and difficulty.
- (b) The person understands parts of lessons and simple directions.
- (c) The person is at a pre-emergent or emergent level of reading and writing in English, significantly below grade level.

Level 3—Intermediate [WIDA level = Developing]:

A person shall be classified level 3 if all of the following criteria are met:

- (a) The person understands and speaks conversational and academic English with decreasing hesitancy and difficulty.
- (b) The person is post-emergent, developing reading comprehension and writing skills in English.
- (c) The person's English literacy skills allow the student to demonstrate academic knowledge in content areas with assistance.

Level 4—Advanced Intermediate [WIDA level = Expanding]:

A person shall be classified level 4 if all of the following criteria are met:

- (a) The person understands and speaks conversational English without apparent difficulty, but understands and speaks academic English with some hesitancy.

(b) The person continues to acquire reading and writing skills in content areas needed to achieve grade level expectations with assistance.

Level 5—Advanced [WIDA level = Bridging]:

A person shall be classified level 5 if all of the following criteria are met:

(a) The person understands and speaks conversational and academic English well.

(b) The person is near proficient in reading, writing, and content area skills needed to meet grade level expectations.

(c) The person requires occasional support.

Level 6—Formerly Limited-English Proficient/Now Fully-English Proficient:

A person shall be classified level 6 if all of the following criteria are met:

(a) The person was formerly limited-English proficient and is now fully English proficient.

(b) The person reads, writes, speaks and comprehends English within academic classroom settings.

Level 7—Fully-English Proficient/Never Limited-English Proficient:

The student was never classified as limited-English proficient and does not fit the definition of a limited-English proficient student outlined in either state or federal law.