


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER

PAGE 1 OF 50

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

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER S-NL800-09-Q-010	6. SOLICITATION ISSUE DATE August 25, 2009
7. FOR SOLICITATION INFORMATION CALL 	a. NAME Eugenio Danjo		b. TELEPHONE NUMBER (No collect calls) 070 310 2218	8. OFFER DUE DATE/ LOCAL TIME Oct 9, 2009 / 16:00

9. ISSUED BY U.S. Embassy General Services Office Lange Voorhout 102 2514 EJ The Hague	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED <input type="checkbox"/> 8 (A) <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: SIZE STD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER
		13b. RATING

14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	15. DELIVER TO: Code	16. Administered by:
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17.a. CONTRACTOR/OFFEROR CODE <input type="text"/> FACILITY CODE <input type="text"/>	18a. PAYMENT WILL BE MADE BY
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17.b. 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
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Janitorial services - see attachments (Use Reverse and/or Attach Additional Sheets as				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

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

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) Elizabeth Kuhse	31c. DATE SIGNED
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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449,
RFQ NUMBER S-NL800-09-Q-0010
PRICES, BLOCK 231. PRICES AND PERIOD OF PERFORMANCE

The Contractor shall perform janitorial work, including furnishing all labor, material, equipment and services, for the U.S. Embassy The Hague. 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 a fixed price per month for standard services and a fixed rate per square meter for any temporary additional services that have been satisfactorily performed.

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 start date listed in Notice to Proceed (unless the Contractor agrees to an earlier date) on which performance shall start.

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 185 square meters of general cleaning. This reflects the contract minimum for the base year and option period.

Maximum: The amount of all orders shall not exceed 6440 square meters of general residential cleaning, 1225 square meters of residential window cleaning, 2450 square meters of residential fabric drapery cleaning, 3500 square meters of residential carpet cleaning, and 3000 square meters of cleaning for "official functions". This reflects the contract maximum for the base year and each option period for temporary/additional services.

The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months, with 4 one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

1.2. BASE PERIOD

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

Per month _____ x 12 = _____ per year

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

	Unit Price per square meter	Estimated Quantity in square meters	Total Price (Unit Price x Est. Quantity)
Residential general cleaning	€	3200	€
Residential window cleaning	€	610	€
Residential professional cleaning (Dry cleaning) of all fabric draperies, to include removal and reinstallation.	€	1225	€
Residential professional cleaning of all carpets, carpet runners, and carpet protectors.	€	1750	€
Additional general cleaning (standard service) before and/or after “official functions”	€	1500	€
Estimated Cost Per Year			€

C. Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the government requests the contractor to order to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charges added.

Material/Equipment Not to Exceed Per Year: €1,000.00

D. Total Base Period: _____ (A + B + C)

1.3 FIRST OPTION YEAR PRICES

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

Per month _____ x 12 = _____ per year

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

	Unit Price per square meter	Estimated Quantity in square meters	Total Price (Unit Price x Est. Quantity)
Residential general cleaning	€	3200	€
Residential window cleaning	€	610	€
Residential professional cleaning (Dry cleaning) of all fabric draperies, to include removal and reinstallation.	€	1225	€
Residential professional cleaning of all carpets, carpet runners, and carpet protectors.	€	1750	€

Additional general cleaning (standard service) before and/or after “official functions”	€	1500	€
Estimated Cost Per Year			€

C. Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the government requests the contractor to order to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charges added.

Material/Equipment Not to Exceed Per Year: €1,000.00

D. Total Base Period: _____ (A + B + C)

1.4 SECOND OPTION YEAR PRICES

Option Term: Twelve (12) Months

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

Per month _____ x 12 = _____ per year

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

	Unit Price per square meter	Estimated Quantity in square meters	Total Price (Unit Price x Est. Quantity)
Residential general cleaning	€	3200	€
Residential window cleaning	€	610	€
Residential professional cleaning (Dry cleaning) of all fabric draperies, to include removal and reinstallation.	€	1225	€
Residential professional cleaning of all carpets, carpet runners, and carpet protectors.	€	1750	€
Additional general cleaning (standard service) before and/or after “official functions”	€	1500	€
Estimated Cost Per Year			€

C. Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the government requests the contractor to order to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charges added.

Material/Equipment Not to Exceed Per Year: €1,000.00

D. Total Base Period: _____ (A + B + C)

1.5 THIRD OPTION YEAR PRICES

Option Term: Twelve (12) Months

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

Per month _____ x 12 = _____ per year

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

	Unit Price per square meter	Estimated Quantity in square meters	Total Price (Unit Price x Est. Quantity)
Residential general cleaning	€	3200	€
Residential window cleaning	€	610	€
Residential professional cleaning (Dry cleaning) of all fabric draperies, to include removal and reinstallation.	€	1225	€
Residential professional cleaning of all carpets, carpet runners, and carpet protectors.	€	1750	€
Additional general cleaning (standard service) before and/or after "official functions"	€	1500	€
Estimated Cost Per Year			€

C. Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the government requests the contractor to order to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charges added.

Material/Equipment Not to Exceed Per Year: €1,000.00

D. Total Base Period: _____ (A + B + C)

1.6 FOURTH OPTION YEAR PRICES

Option Term: Twelve (12) Months

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

Per month _____ x 12 = _____ per year

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

	Unit Price per square meter	Estimated Quantity in square meters	Total Price (Unit Price x Est. Quantity)
Residential general cleaning	€	3200	€
Residential window cleaning	€	610	€
Residential professional cleaning (Dry cleaning) of all fabric draperies, to include removal and reinstallation.	€	1225	€
Residential professional cleaning of all carpets, carpet runners, and carpet protectors.	€	1750	€
Additional general cleaning (standard service) before and/or after “official functions”	€	1500	€
Estimated Cost Per Year			€

C. Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the government requests the contractor to order to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charges added.

Material/Equipment Not to Exceed Per Year: €1,000.00

D. Total Base Period: _____ (A + B + C)

1.7 GRAND TOTAL:

Base Period: _____
 First Option Year: _____
 Second Option Year: _____
 Third Option Year: _____
 Fourth Option Year: _____

CONTINUATION TO SF-1449,
RFQ NUMBER S-NL800-09-Q-0010
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.0 SCOPE OF WORK

The purpose of this fixed price contract is to obtain janitorial services for real property owned or managed by the U.S. Government at U.S. Embassy, The Hague, which include the U.S. Embassy (the Chancery), the Offices of the U.S. Chemical Weapons Delegation (CWDEL), The Hague, and the Consulate General in Amsterdam. It may also include additional service to U.S. Embassy-owned or leased residences in metropolitan areas of The Hague, Wassenaar, Rotterdam, and Amsterdam. The Contractor shall perform janitorial services in all designated spaces including, but not limited to halls, offices, restrooms, work areas, entrance ways, lobbies, storage areas, elevators and stairways. The contract will be for a one year period from the date of the contract award, with four one-year options.

The contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other purposes.

1.1 General Instructions

The contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within thirty days after contract award. The Contracting Officer's Representative must approve these general instructions before issuance.

1.2 Duties and Responsibilities

- 1.2.1 Certain areas listed in Section 3 require an escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that accidental security violations do not occur.
- 1.2.2. Contractor shall schedule routine cleaning requirements to ensure that these are done in the order and time frame that are most efficient and have the least impact on normal operations. They are to be performed on a daily basis.
- 1.2.3. Contractor shall schedule periodic cleaning requirements so that it causes minimal disruption to the normal operation of the facility. The COR shall determine whether the schedules presented meet the needs of the individual facility.
- 1.2.4. Temporary Additional Services are defined as Standard Services that are required at times other than the normal workday and/or in support of a special event, or as

Residential cleaning as defined in Section 1.3.7 at an Embassy residence located in the metropolitan areas of The Hague, Wassenaar, Rotterdam, or Amsterdam. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The COR shall order these services on an as-needed basis. This work shall be performed by Contractor-trained employees, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24-hour advance notice.

- 1.2.5 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 COR's written confirmation for the temporary additional services.

1.3 Types of Service

Standard Services shall include the following work:

1.3.1 **Daily Cleaning Requirements** shall consist of:

- 1.3.1.1 Sweeping all floor areas including damp mopping of areas such as tile, linoleum, marble slate floors, staircases and public areas. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. The frequency may be higher than once per day when it is rainy or snowy. When completed, the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.
- 1.3.1.2 Dusting and cleaning all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, coat racks, umbrella stands, pictures, maps, telephones, computers and monitors, lamps and other common things found in an office environment. All furniture shall be free of dust, dirt, and stains.
- 1.3.1.3 Vacuuming all carpets, runners, and carpet protectors so that they are free from dust, dirt, mud, etc. The contractor shall use a heavy duty industrial type vacuum cleaner to ensure adequate cleaning. When completed, the area shall be free of all litter, lint, loose soil and debris. The Contractor shall move any chairs, trash receptacles, and easily moveable items to vacuum underneath, and then replace them in the original position.
- 1.3.1.4 General cleaning of all floor mats. Each time floors are swept/dusted mopped and/or vacuumed, walk-off mats in the area shall be cleaned. Soil and moisture underneath the mats shall be removed and the floor shall be cleaned as

appropriate along with the rest of the floor. The mats shall be returned to their original locations afterwards.

- 1.3.1.5 Twice daily the contractor shall thoroughly clean toilets, bathrooms, mirrors, and shower facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor must ensure that these facilities are always clean, neat and in a high state of hygiene. Restroom service check-sheets must be provided by the Contractor and utilized accordingly. Bathroom cleaning shall consist of:
- 1.3.1.5.1 Fixture cleaning. Restroom fixtures, including water closets, urinals, sinks, shower facilities and lavatories shall be washed inside and outside utilizing a disinfectant and shall be free of stains and odors. Approved toilet bowl cleaners shall be used to remove stains from urinals and water closets. Brushes, sponges and cloths that have been used to clean any other part of the restroom (including water closets, urinals, walls, floors and partition) shall not be used to clean lavatories or sinks.
 - 1.3.1.5.2 Emptying waste containers. Waste containers shall be emptied, disinfected, and plastic liners replaced. Waste that is removed from the waste containers shall be disposed of in the nearest outside trash collection point. Waste that falls on the floor and outside grounds during the waste removal shall be picked up and disposed by the Contractor.
 - 1.3.1.5.3 Cleaning restroom floors. Floors shall be swept free of dirt and mopped with a disinfectant. Special attention will be paid to cleaning grout between the tiles.
 - 1.3.1.5.4 Cleaning walls. Walls and doors shall be cleaned free of dirt, stains and graffiti.
 - 1.3.1.5.5 Cleaning mirrors/metal fixtures. Mirrors shall be cleaned and polished. All metal fixtures and hardware shall be cleaned.
 - 1.3.1.5.6 Servicing restroom supplies. Servicing restrooms shall include inspecting, replenishing and cleaning supply dispensers, to include soap dispensers, paper towel dispensers, toilet tissue dispensers, toilet deodorant bars/aerosol deodorizer cans, programmable deodorizing units, sanitary dispensers, and any other restroom expendable supplies and their respective dispensers. The contractor shall stock restrooms with sufficient supplies to ensure that the supplies will last until the next scheduled service.
- 1.3.1.6 Emptying all wastepaper baskets and cigarette containers in designated smoking areas and washing or wiping them clean with a damp cloth, replacing plastic wastepaper basket linings and returning items to where they were located.

- 1.3.1.7 Cleaning of glasses, cups, and coffee services in conference facilities and in the Ambassador's office area. The Contractor shall clean the items in hot soapy water and rinse, dry and polish them so that a presentable appearance is maintained.
- 1.3.1.8 Removing any grease marks or fingerprints from walls, doors, door frames, radiators, windows and window frames, glass desk protectors, reception booths and partitions.
- 1.3.1.9 Removing trash to designated area as directed by the COR, and keeping trash area in a reasonably clean condition. At the Chancery, moving all trash containers to gate by a set time for daily trash pickup and return containers to trash area.
- 1.3.1.10 Cleaning door glass transoms and window dividers. The Contractor shall thoroughly clean both sides of all door glass and window dividers. All glass and associated hardware shall be cleaned and left free of streaks, smudges, watermarks, fingerprints and stains. All paint, putty, film and foreign matter found on the glass surfaces shall be removed.
- 1.3.1.11 Cleaning of elevators (Chancery only). The Contractor shall thoroughly clean the elevators. Cleaning shall include, but not limited to, the cleaning of the elevators' interior in their entirety (control panel, ceiling, walls, doors, vacuuming of elevator floors, etc), cleaning exterior doors, door frames and tracks. After completion of cleaning, the elevators shall be left free of streaks, smudges, watermarks, fingerprints, stains and debris on floors.
- 1.3.1.12 Sweep/mop the floors, dust and wipe down all equipment in the gym.
- 1.3.1.13 Sweep/mop the floors, dust and wipe down all horizontal surfaces, empty trash containers, and clean smudge marks on the walls in the CAC.
- 1.3.1.14 Remove all trash from planters located on the grounds (Chancery and ConGen Amsterdam only), and sweep and clean areas around the planters.
- 1.3.1.15 Cleaning of kitchens and kitchenettes. Wash sinks and counters, mop floor of kitchen and kitchenettes with floor care product. Please note that the company running the cafeteria in the basement of the Chancery is responsible for the cleaning of all appliances, sinks, floors, walls, and counters in that space.
- 1.3.2 **Weekly Cleaning Requirements** shall consist of:
- 1.3.2.1 Polishing all brass surfaces including door and window handles, plaques.
- 1.3.2.2 Dusting tops of tall furniture, tops of picture frames and areas not covered in daily dusting.

- 1.3.2.3 Spot cleaning baseboards and walls.
- 1.3.2.4 Spot waxing and polishing floors as needed.
- 1.3.2.5 Shampooing (small area spot clean; as needed) carpets.
- 1.3.2.6 Dusting window sills and blinds.
- 1.3.2.7 Sweeping and washing terraces and balconies to remove all accumulated dirt and debris.
- 1.3.2.8 Inspect the exterior of the main buildings (Chancery and ConGen Amsterdam only) and all out buildings to the fence line and remove any trash and debris and deposit in the proper receptacles or as required.
- 1.3.2.9 Clean the outside surfaces of all equipment and cupboards in kitchen and kitchenette areas (excluding the Chancery cafeteria kitchen). Clean the interior of all microwave ovens.
- 1.3.3 **Monthly Cleaning Requirements** shall consist of:
 - 1.3.3.1 Cleaning of the Cafeteria (Chancery only) (does not include kitchen). Work shall include, but should not be limited to, cleaning and scrubbing floor and walls, polishing furniture and appliances, and tearing down and setting up furniture as required for this cleaning.
 - 1.3.3.2 Sweeping out of garage space in the basement (Chancery only).
 - 1.3.3.3 Clean all windows in the CAC and Lobby areas. Windows shall be cleaned so there are no streaks or visible markings. Touch-up or spot cleaning maybe required more frequently.
 - 1.3.3.4 Cleaning inside window glass and sills of smudges and accumulated dirt (as required).
 - 1.3.3.5 Sweeping debris from walkways and driveways and hose cleaning them during appropriate climatic and water use conditions.
 - 1.3.3.6 Cleaning the interior of all refridgerators in kitchens and kitchenettes.
- 1.3.4 **Quarterly Cleaning Requirements** shall consist of:
 - 1.3.4.1 Buff all linoleum flooring with approved methods. The contractor will be provided with the Embassy's "Asbestos Management Plan" which identifies areas

- that may not be mechanically buffed with machine over 300 RPM. Buffing pads must be accepted by the COR prior to use.
- 1.3.4.2 Moving all furniture and vacuuming or polishing the floor under the furniture as appropriate.
- 1.3.4.3 Shampooing the entire surface of carpets in all areas, with the exception of the mats outlined in 1.3.1.4.
- 1.3.4.4 Cleaning and sanitizing the trash holding area.
- 1.3.4.5 Dusting and wiping light fixtures and chandeliers. When completed, the light fixtures shall be free from bugs, dirt, grime, dust, and marks.
- 1.3.4.6 Clean all wall tiles in kitchen and kitchenette areas.
- 1.3.5 **Semi-Annual Cleaning Requirements** shall consist of
- 1.3.5.1 Cleaning of exterior sides of all exterior windows of smudges and accumulated dirt. When completed the windows shall be free of smudges, lint, or streaks from the surfaces.
- 1.3.5.2 Shampooing carpets in all areas.
- 1.3.5.3 Cleaning all chandeliers and light fixtures using appropriate methods to restore the original luster to the fixtures. This will include ensuring that all crystal reflectors are individually washed.
- 1.3.6 **Annual Cleaning Requirements** shall consist of:
- 1.3.6.1 Stripping wax coats and seal coats to the bare floor surface; cleaning the bare surface, and reapplying a seal coat.
- 1.3.6.2 High dusting/cleaning. High dusting/cleaning is considered to be between 7 – 25 foot heights. High cleaning includes cleaning horizontal and vertical surfaces above 7 feet from floor level including all overhead piping and ceiling areas. All dust, lint litter and soil shall be removed from all surfaces. Walls are to be free of dirt, smudges and markings. Ceilings are to be free of cobwebs.
- 1.3.6.3 Cleaning of the Chancery's windows (internal and external) and CWDEL's windows (internal only) and window frames. External window frames shall be cleaned once yearly. Upon completion, windows frames are to be free of dirt and smudges. Care must be taken to prevent streaks from occurring down the buildings.

- 1.3.6.4 Clean all vertical window blinds in place.
- 1.3.6.5 Deep clean the black stone surfaces in all areas, except stairwell #1 (Chancery only). The COR will accept or reject all solvents and sealers prior to use.
- 1.3.6.6 Thoroughly clean all grouting in all restrooms. Solvents and sealers must be accepted by the COR prior to use.
- 1.3.7 **Additional Services for Embassy residences** shall consist of:
- 1.3.7.1 General Cleaning which shall consist of:
- 1.3.7.1.1 Sweeping all floor areas including damp mopping of areas such as tile, linoleum, and hardwood flooring. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. When completed, the floor and halls shall have a uniform appearance with no evidence of remaining dirt or standing water.
 - 1.3.7.1.2 Dusting and cleaning all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, coat racks, telephones, lamps and other common things found in a residential environment. All furniture shall be free of dust, dirt, and stains.
 - 1.3.7.1.3 Refrigerators/Freezers shall be turned off. Remove all shelving and drawers, and clean with an approved disinfect agent. The interior of the refrigerator/freezer shall be free of frost and also cleaned with an approved disinfect agent. Once dry all shelving and drawers shall be returned to its original location. Leave the door open to ventilate.
 - 1.3.7.1.4 All kitchen cabinets and appliances shall be thoroughly washed and cleaned so that they are free from dust, dirt, and other debris. This includes all shelving that maybe difficult to reach, stove exhaust hood (inside and outside), and under appliances.
 - 1.3.7.1.5 All other rooms shall be thoroughly cleaned so that they are free from dust, dirt, and other debris.
 - 1.3.7.1.6 Apply a coat of wax to all wooden, linoleum, or hard wood flooring. The finished surface shall be free of streaks, swirl marks, and blemishes.
 - 1.3.7.1.7 Emptying all wastepaper baskets, ashtrays in designated smoking areas and washing or wiping them clean with a damp cloth, replacing plastic wastepaper basket linings and returning items where they were located.

- 1.3.7.1.8 Removing any grease marks or fingerprints from walls, doors, door frames, radiators, windows and window frames, glass desk protectors, and partitions.
- 1.3.7.2 Carpet Cleaning: All carpet areas shall be professionally cleaned with a deep cleaning agent. Vacuuming alone is not adequate. The Contractor shall ensure that all carpets, runners, and carpet protectors are free from dust, dirt, mud, pet dander, and other items that could cause an allergic response. The Contractor shall move any chairs, trash receptacles, and easily moveable items to vacuum underneath, and then replace them in the original position, with the exception of those items requiring more than 2 people to move, i.e. china cabinet.
- 1.3.7.3 Drapery Cleaning: All draperies shall be removed, professionally dry cleaned, and returned to their original position. Any drapery that is deemed too deteriorated and/or damaged to be cleaned, shall be reported to the COR for evaluation.
- 1.3.7.4 Window Cleaning: Clean interior and exterior of all windows. Windows, screens, and vents shall be free of streaks, dust, and dirt.

2.0 MANAGEMENT AND SUPERVISION

- 2.1 The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.
- 2.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.
- 2.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.
- 2.4 The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed 40 hours per week to preclude overtime being part of the standard services provided under the contract. Overtime may be necessary under Temporary Additional Services.

3.0 LOCATIONS & AMOUNTS

CHANCERY:

Windows: 820 square meters
 Toilets: 14 groups (plus 3 showers)
 Vertical blinds: 992 square meters
 Exterior (sweeping): 1120 sq. m.
 Interior floor space (square meters):

Basement	637
Garage/Gym	320
Ground floor	1,063
CAC	26
Second floor	648
Third floor	838
Fourth floor	536
TOTAL	4068

Type of floor covering (square meters):

Carpet	2719
Linoleum	425
Stone/tiles	615
Epoxy	135

AMSTERDAM CONSULATE:

Windows: 229 sq. m.
 Toilets: 5 groups (plus 1 shower)
 Vertical blinds: 131 sq. m.
 Exterior (sweeping): 400 sq. m.
 Interior floor space (square meters):

Basement	84
Ground floor	226
Outbuildings	9
Second floor	204
Third floor	187
Fourth floor	164
TOTAL	874

Type of floor covering (square meters):

Carpet	694
Linoleum	51
Stone/tiles	129

CWDEL (The Hague):

Windows: 98 sq. m.
 Toilets: 2 groups
 Vertical blinds: 62 sq. m.
 Exterior (sweeping): none
 Interior floor space: 506 sq. m.
 Type of floor covering (square meters):

Carpet	465
Sills	33
Tiles	9

Additional services:

Addresses to be provide by COR. The Embassy currently maintains approximately 50 residences in and around the Hague, Wassenaar, Scheveningen, Rotterdam, and Amsterdam. While each residence is different, the average sizes are below.

Average size per residence (square meters):

Windows	35
Carpet	100
Curtains	70
Floorspace	184

4.0 PERSONNEL

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 Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

4.2 Standard of Conduct.

4.2.1 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

4.2.2 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks,

- conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- 4.2.3 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, which interfere with normal and efficient Government operations.
- 4.2.4 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.
- 4.2.5 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.
- 4.2.6 Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.
- 4.3. Notice to the Government of Labor Disputes
- The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.
- 4.4. Personnel Security
- 4.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated

that security checks will take 30 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number

- 4.4.2 The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the 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.

5.0 MATERIALS AND EQUIPMENT

The contractor shall provide all necessary janitorial supplies and equipment, including mops, brooms, dust rags, detergents, cleaners, etc. to perform the work identified in this contract.

6.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

- 6.1 The Contractor has the option to reject any or all Government furnished property or items (see Attachment 1 - GOVERNMENT FURNISHED PROPERTY). However, if rejected, the contractor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government. All Government furnished property or items are provided in an "as is" condition and shall be used only in connection with performance under this contract. The Contractor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.
- 6.2 The Contractor shall maintain written records of work performed, and report the need for major repair, replacement and other capital rehabilitation work for Government property in its control.
- 6.3 The Contractor shall physically inventory all Government property in its possession. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting and reconciling the property with written records.

The Contractor shall conduct these physical inventories periodically, as directed by the COR, and at termination or completion of the contract.

7.0 INSURANCE

7.1 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:

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

1. Bodily Injury stated in Euros:
 - Per Occurrence €2,500,000.00
 - Cumulative €2,500,000.00
2. Property Damage stated in Euros:
 - Per Occurrence €2,500,000.00
 - Cumulative €2,500,000.00

7.3 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.

7.4 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.

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

- a) any property of the Contractor,
- b) its officers,
- c) agents,
- d) servants,
- e) employees, or
- f) any other person,

arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

- 7.6 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment and insurance coverage for loose transit to the site or in storage on or off the site.
- 7.7 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.
- 7.8 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 evidence as identified above.

8.0. LAWS AND REGULATIONS

- 8.1 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.
- 8.2 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.

9.0. TRANSITION PLAN

Within 14 days after contract award, the Contracting Officer may request that the contractor develop a plan for preparing the contractor to assume all responsibilities for janitorial 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.

10. DELIVERABLES

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery_To</u>	<u>Date</u>
1.1 General Instructions	1	COR	30 days after award
1.2.3. Schedules	1	COR	Weekly

1.3.4.1 Proposed buffing pads	1	COR	Quarterly
1.3.6.6 & 1.3.6.7 Proposed solvents and sealers	1	COR	Annually
4.4.1 List of Personnel	1	COR	10 days after award
9.0 Transition Plan	1	COR	14 days after award
7.0 Evidence of Insurance	1	COR	10 days after award
8.0 Licenses/Permits	1	COR	date of award

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

Performance Objective	Paragraphs	Performance Threshold
Services Performs all janitorial services set forth in the Schedule of Supplies/Services (Block 20)	1 through 10	All required services are performed and no more than three (3) customer complaints received per month

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

11.2 STANDARD. The performance standard is that the Government receives no more than three (3) customer complaints per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if the standard number of complaints is exceeded.

11.3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, at 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.

**Attachment 1 to Description/Specifications/Performance Work Statement
Government Furnished Property**

The Government shall make the following property available to the contractor as "Government furnished property" under the contract: None

SECTION 2 - CONTRACT CLAUSES

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

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2008), is incorporated by reference. (See SF-1449, block 27a).

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2009)

(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) – (17) Reserved
- ___ (18) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- ___ (19) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- ___ (20) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (21) [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](#)).
- ___ (22) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).

- ___ (23) [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](#)).
- ___ (24) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (25) [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](#).)
- ___ (26)(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.)
- ___ (27) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (28)(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](#).
- ___ (29) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (30)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Feb 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](#).
- ___ (31) [52.225-5](#), Trade Agreements (MAR 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (32) [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).
- ___ (33) – (36) Reserved
- ___ (37) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- ___ (38) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- ___ (39) – (40) Reserved
- ___ (41)(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) 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) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) [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](#)).

(v) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(vi) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

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

(viii) [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\(g\)](#)).

(ix) [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.*).

(x) [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.*).

(xi) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xii) [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](#).

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

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

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

Clause	Title and Date
52.225-14 Contract	Inconsistency Between English Version and Translation of (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 €50.00, 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 €10,000;
- (2) Any order for a combination of items in excess of €10,000; or
- (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) 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 3 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)*

(a) 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.

(b) 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.”

(c) 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.

(d) 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.

*Applies to temporary additional services.

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 five (5) years.

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

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

The following DOSAR clauses are provided in full text:

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

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

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

(end of clause)

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

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and three (3) copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e)

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

American Embassy The Hague

Attn: FMO

Lange Voorhout 102

2514 EJ Den Haag

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

President's Day

Good Friday

Easter Monday

Queen's Day

Liberation Day

Ascension Day

Whit Monday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

2nd Christmas Day

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

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

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 Supervisor.

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

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or

resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

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

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. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
 - (2) Evidence that the offeror/quoter 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) Financial Statements from the offeror/quoter from the most recent fiscal year
 - (7) The offeror/quoter shall provide a proposed staffing pattern that shall list the proposed different positions and shifts, the number of people assigned to these positions.
- A.3. If required by the solicitation, provide either:
- a) a copy of the Certificate of Insurance, or
 - b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

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

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

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

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

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

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

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

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on **August 26, 2009** at **10:00 am** at **The U.S. Embassy, The Hague**. Prospective offerors/quoters should contact Eugenio Danjo for additional information or to arrange entry to the building.

The following DOSAR provisions are provided in full text:

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

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

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

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Gregory Slotta at 070-310-2209. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

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 which 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 (FEB 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.

“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 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). 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.

(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.

**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 where there are no local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

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

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.