

SOLICITATION DOCUMENT

Offer Due by: 18th March , 2016, COB



American Consulate General Munich,
Painting Services

Request for Proposal
No. SGE60016D0003

American Consulate General
General Services Office
Königinstr. 5
80539 München

CONSULATE GENERAL OF THE UNITED STATES OF AMERICA

MUNICH, GERMANY



All Offerors

March 1, 2016

Subject: Request for Quotations number SGE-600-16-D0003

Enclosed is a request for quotations for painting services. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the SF 1449 that follows this letter.

The U.S. Government plans to award multiple indefinite delivery, indefinite quantity contracts from this solicitation. A contract will be awarded to one or more responsible companies submitting an acceptable quotation with fair and reasonable prices, and firm fixed-price task orders will be issued against the contract(s). We intend to award indefinite delivery, indefinite quantity contract(s) based on initial quotations, without holding discussions, although we may hold discussions with companies if required.

Quotations are due by March 18th, 2016 14:00

Direct any questions regarding this solicitation to John Nixon, Procurement Agent by letter or e-mail (nixonjd2@state.gov).

Sincerely,

A handwritten signature in blue ink that reads "J. Nixon".

J. Nixon
(Procurement Agent)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER PR5114890	PAGE 1 OF	
2. CONTRACT NO. SGE600-16-D0003	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SGE-600-16 D0003	6. SOLICITATION ISSUE DATE 03/01/2016		
7. FOR SOLICITATION INFORMATION CALL	a. NAME John Nixon, Procurement Agent		b. TELEPHONE NUMBER(No collect calls) 089 2888 679	8. OFFER DUE DATE/ LOCAL TIME 03/18/2016, 14:00		
9. ISSUED BY American Consulate General Koeniginstr. 5 80539 Munich		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS	
15. DELIVER TO OB AmConGen Munich Housing AmConGen Ueberacker Warehouse		CODE	16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Multiple Award Contract Painting Services as laid out in Section 1 – The Schedule 1. Scope of Services See line item section - Base Period: Total estimated amount - Option year one: Total estimated amount - Option year two: Total estimated amount - Option year Three: Total estimated amount -				As per Section 1 – The Schedule	
25. ACCOUNTING AND APPROPRIATION DATA To be funded with each delivery order placed. See line item section				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 checked="" type="checkbox"/> <input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF SGE-600-16-D0003. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

SECTION 1 - THE SCHEDULE

**CONTINUATION TO SF-1449, NUMBER SGE600-16-D-0003
PRICES, BLOCK 23**

Cover Page (Section A): SF-1449

Continuation/Addendum to SF-1449, RFQ Number **SGE600-16-D-0003**

1. Scope of Work

The purpose of this indefinite quantity/indefinite delivery contract is to obtain painting, drywall/plaster repair, and related services for real property owned or managed by the U.S. Government at the American Consulate General Munich in accordance with Attachment A. The contractor shall furnish services pursuant to task orders issued by the Contracting Officer. The contract will be for a one year period from the date of the contract award, with three one-year options. The Government may extend this contract in accordance with FAR clause 52.217-8, Option to Extend Services, in Attachment C, within the performance period. For each effective year of the contract, the U.S. Government guarantees a minimum order of Euro 2000.00 of services. The maximum amount of services ordered under the complete contract will not exceed Euro 180,000.00 of services this includes VAT.

2. Price

The contractor shall complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract for painting services within the time specified herein. This price listed below shall include all labor, materials, overhead and profit.

Base Period: May 13, 2016 through May 12, 2017

001 Walls and ceilings to be thoroughly cleaned. Damaged plaster to be repaired, primed and smoothed, patches to match surrounding surfaces, and surfaces to be painted with white washable paint.

EUR/sqm _____

002 Old enamel or latex paint to be properly removed from ceilings, walls, minor damages to plaster to be repaired, primed and smoothed. Surfaces to be painted with white flat latex paint.

EUR/sqm _____

003 Walls and ceilings to be thoroughly cleaned of existing plastic or latex paint and sealed. Damaged plaster to be repaired, primed and smoothed, patches to match surrounding surfaces, and surfaces to be painted with white high gloss latex paint.

EUR/sqm _____

004 Doors, incl. frames in entrance hallway, kitchen, dining room, bathroom and bedroom, and built-in-cabinets in entrance hallway, kitchen, dining room to be washed with diluted sal ammoniac, joints to be repaired, excess caulking to be removed and sanded. The surfaces to be sanded, spateled, be primed and painted with white, high gloss, enamel paint. Fittings to be cleaned after completion of work.

EUR/sqm _____

005 Built-in-cabinets in bedrooms to be washed with sal ammoniac solution, joints to be repaired, excess caulking to be removed and sanded. Surfaces to be primed and painted with white, silk gloss, enamel paint. Fittings to be removed and stored in a drawer for subsequent reinstallation after renovation by GSO workmen.

EUR/sqm _____

006 Radiators to be washed with sal ammoniac solution and to be painted with white, high gloss, radiator enamel paint.

EUR/sqm _____

007 Heating pipes of various diameters to be washed with sal ammoniac solution and painted with white high gloss, radiator enamel paint.

EUR/sqm _____

- 008 Water, gas and drain pipes of various diameters to be cleaned thoroughly and washed with sal ammoniac solution, one coat of primer and then to be painted with white, high gloss enamel paint.
- EUR/sqm _____
- 009 Damaged plaster (rough and fine) to be removed, spots to be repaired, sealed and smoothed, surface to be prepared for final painting.
- EUR/sqm _____
- 010 Water spots to be sealed for final painting.
- EUR/sqm _____
- 011 Steel doors incl. frames to be washed thoroughly with diluted sal ammoniac solution, rusted spots to be sanded and treated with rust primer, surface to be prepared and coated with high gloss enamel paint, RAL 7032.
- EUR/sqm _____
- 012 Walls in office building (Latex) to be cleaned thoroughly, damaged plaster to be repaired and primed, surfaces to be coated with white high gloss latex paint.
- EUR/sqm _____
- 013 Radiator casing (metal) to be cleaned and painted with white heat resistant silk gloss enamel paint.
- EUR/sqm _____
- 014 Doors (wood), frames (metal) in office buildings to be washed with sal ammoniac solution, ground and spattled, painted with white high gloss enamel paint. Fittings, handles and rubber gaskets to be cleaned after paint job.
- EUR/sqm _____
- 015 Old woodwork on windows (inside) to be washed, old lose paint to be removed and woodwork to be ground, prepared and painted with white high gloss enamel paint.
- EUR/sqm _____

- 016 Old paint to be thoroughly washed on outside doors and gates, doors and gates to be ground, rust spots primed, coated with outside enamel paint, RAL 6005.
EUR/sqm _____
- 017 Iron bars on windows and doors to be cleaned and rust to be removed, iron bars to be prepared with rust primer and painted with white high gloss enamel paint.
EUR/sqm _____
- 018 Remove loose paint on minor facade areas and garden walls, paint minor facade areas and garden walls with appropriate outdoor paint.
EUR/sqm _____
- 019 Removal of wallpaper
EUR/sqm _____
- 020 Textured Surfaces Preparatory work
EUR/sqm _____
- 021 Painting of Textured Surfaces
EUR/sqm _____
- 022 Hanging of textured surface material
EUR/sqm _____

First Option Year: May 13, 2017 through May 12, 2018

001 Walls and ceilings to be thoroughly cleaned. Damaged plaster to be repaired, primed and smoothed, patches to match surrounding surfaces, and surfaces to be painted with white washable paint.

EUR/sqm _____

002 Old enamel or latex paint to be properly removed from ceilings, walls, minor damages to plaster to be repaired, primed and smoothed. Surfaces to be painted with white flat latex paint.

EUR/sqm _____

003 Walls and ceilings to be thoroughly cleaned of existing plastic or latex paint and sealed. Damaged plaster to be repaired, primed and smoothed, patches to match surrounding surfaces, and surfaces to be painted with white high gloss latex paint.

EUR/sqm _____

004 Doors, incl. frames in entrance hallway, kitchen, dining room, bathroom and bedroom, and built-in-cabinets in entrance hallway, kitchen, dining room to be washed with diluted sal ammoniac, joints to be repaired, excess caulking to be removed and sanded. The surfaces to be sanded, spateled, be primed and painted with white, high gloss, enamel paint. Fittings to be cleaned after completion of work.

EUR/sqm _____

005 Built-in-cabinets in bedrooms to be washed with sal ammoniac solution, joints to be repaired, excess caulking to be removed and sanded. Surfaces to be primed and painted with white, silk gloss, enamel paint. Fittings to be removed and stored in a drawer for subsequent reinstallation after renovation by GSO workmen.

EUR/sqm _____

006 Radiators to be washed with sal ammoniac solution and to be painted with white, high gloss, radiator enamel paint.

EUR/sqm _____

007 Heating pipes of various diameters to be washed with sal ammoniac solution and painted with white high gloss, radiator enamel paint.

EUR/sqm _____

008 Water, gas and drain pipes of various diameters to be cleaned thoroughly and washed with sal ammoniac solution, one coat of primer and then to be painted with white, high gloss enamel paint.

EUR/sqm _____

009 Damaged plaster (rough and fine) to be removed, spots to be repaired, sealed and smoothed, surface to be prepared for final painting.

EUR/sqm _____

010 Water spots to be sealed for final painting.

EUR/sqm _____

011 Steel doors incl. frames to be washed thoroughly with diluted sal ammoniac solution, rusted spots to be sanded and treated with rust primer, surface to be prepared and coated with high gloss enamel paint, RAL 7032.

EUR/sqm _____

012 Walls in office building (Latex) to be cleaned thoroughly, damaged plaster to be repaired and primed, surfaces to be coated with white high gloss latex paint.

EUR/sqm _____

013 Radiator casing (metal) to be cleaned and painted with white heat resistant silk gloss enamel paint.

EUR/sqm _____

014 Doors (wood), frames (metal) in office buildings to be washed with sal ammoniac solution, ground and spattled, painted with white high gloss enamel paint. Fittings, handles and rubber gaskets to be cleaned after paint job.

EUR/sqm _____

- 015 Old woodwork on windows (inside) to be washed, old lose paint to be removed and woodwork to be ground, prepared and painted with white high gloss enamel paint.
EUR/sqm _____
- 016 Old paint to be thoroughly washed on outside doors and gates, doors and gates to be ground, rust spots primed, coated with outside enamel paint, RAL 6005.
EUR/sqm _____
- 017 Iron bars on windows and doors to be cleaned and rust to be removed, iron bars to be prepared with rust primer and painted with white high gloss enamel paint.
EUR/sqm _____
- 018 Remove loose paint on minor facade areas and garden walls, paint minor facade areas and garden walls with appropriate outdoor paint.
EUR/sqm _____
- 019 Removal of wallpaper
EUR/sqm _____
- 020 Textured Surfaces Preparatory work
EUR/sqm _____
- 021 Painting of Textured Surfaces
EUR/sqm _____
- 022 Hanging of textured surface material
EUR/sqm _____

Second Option Year: May 13, 2018 through May 12, 2019

001 Walls and ceilings to be thoroughly cleaned. Damaged plaster to be repaired, primed and smoothed, patches to match surrounding surfaces, and surfaces to be painted with white washable paint.

EUR/sqm _____

002 Old enamel or latex paint to be properly removed from ceilings, walls, minor damages to plaster to be repaired, primed and smoothed. Surfaces to be painted with white flat latex paint.

EUR/sqm _____

003 Walls and ceilings to be thoroughly cleaned of existing plastic or latex paint and sealed. Damaged plaster to be repaired, primed and smoothed, patches to match surrounding surfaces, and surfaces to be painted with white high gloss latex paint.

EUR/sqm _____

004 Doors, incl. frames in entrance hallway, kitchen, dining room, bathroom and bedroom, and built-in-cabinets in entrance hallway, kitchen, dining room to be washed with diluted sal ammoniac, joints to be repaired, excess caulking to be removed and sanded. The surfaces to be sanded, spateled, be primed and painted with white, high gloss, enamel paint. Fittings to be cleaned after completion of work.

EUR/sqm _____

005 Built-in-cabinets in bedrooms to be washed with sal ammoniac solution, joints to be repaired, excess caulking to be removed and sanded. Surfaces to be primed and painted with white, silk gloss, enamel paint. Fittings to be removed and stored in a drawer for subsequent reinstallation after renovation by GSO workmen.

EUR/sqm _____

006 Radiators to be washed with sal ammoniac solution and to be painted with white, high gloss, radiator enamel paint.

EUR/sqm _____

007 Heating pipes of various diameters to be washed with sal ammoniac solution and painted with white high gloss, radiator enamel paint.

EUR/sqm _____

008 Water, gas and drain pipes of various diameters to be cleaned thoroughly and washed with sal ammoniac solution, one coat of primer and then to be painted with white, high gloss enamel paint.

EUR/sqm _____

009 Damaged plaster (rough and fine) to be removed, spots to be repaired, sealed and smoothed, surface to be prepared for final painting.

EUR/sqm _____

010 Water spots to be sealed for final painting.

EUR/sqm _____

011 Steel doors incl. frames to be washed thoroughly with diluted sal ammoniac solution, rusted spots to be sanded and treated with rust primer, surface to be prepared and coated with high gloss enamel paint, RAL 7032.

EUR/sqm _____

012 Walls in office building (Latex) to be cleaned thoroughly, damaged plaster to be repaired and primed, surfaces to be coated with white high gloss latex paint.

EUR/sqm _____

013 Radiator casing (metal) to be cleaned and painted with white heat resistant silk gloss enamel paint.

EUR/sqm _____

014 Doors (wood), frames (metal) in office buildings to be washed with sal ammoniac solution, ground and spateled, painted with white high gloss enamel paint. Fittings, handles and rubber gaskets to be cleaned after paint job.

EUR/sqm _____

015 Old woodwork on windows (inside) to be washed, old lose paint to be removed and woodwork to be ground, prepared and painted with white high gloss enamel paint.

EUR/sqm _____

- 016 Old paint to be thoroughly washed on outside doors and gates, doors and gates to be ground, rust spots primed, coated with outside enamel paint, RAL 6005.
EUR/sqm _____
- 017 Iron bars on windows and doors to be cleaned and rust to be removed, iron bars to be prepared with rust primer and painted with white high gloss enamel paint.
EUR/sqm _____
- 018 Remove loose paint on minor facade areas and garden walls, paint minor facade areas and garden walls with appropriate outdoor paint.
EUR/sqm _____
- 019 Removal of wallpaper
EUR/sqm _____
- 020 Textured Surfaces Preparatory work
EUR/sqm _____
- 021 Painting of Textured Surfaces
EUR/sqm _____
- 022 Hanging of textured surface material
EUR/sqm _____

Third Option Year: May 13, 2019 through May 12, 2020

- 001 Walls and ceilings to be thoroughly cleaned. Damaged plaster to be repaired, primed and smoothed, patches to match surrounding surfaces, and surfaces to be painted with white washable paint.
EUR/sqm _____

- 002 Old enamel or latex paint to be properly removed from ceilings, walls, minor damages to plaster to be repaired, primed and smoothed. Surfaces to be painted with white flat latex paint.
- EUR/sqm _____
- 003 Walls and ceilings to be thoroughly cleaned of existing plastic or latex paint and sealed. Damaged plaster to be repaired, primed and smoothed, patches to match surrounding surfaces, and surfaces to be painted with white high gloss latex paint.
- EUR/sqm _____
- 004 Doors, incl. frames in entrance hallway, kitchen, dining room, bathroom and bedroom, and built-in-cabinets in entrance hallway, kitchen, dining room to be washed with diluted sal ammoniac, joints to be repaired, excess caulking to be removed and sanded. The surfaces to be sanded, spateled, be primed and painted with white, high gloss, enamel paint. Fittings to be cleaned after completion of work.
- EUR/sqm _____
- 005 Built-in-cabinets in bedrooms to be washed with sal ammoniac solution, joints to be repaired, excess caulking to be removed and sanded. Surfaces to be primed and painted with white, silk gloss, enamel paint. Fittings to be removed and stored in a drawer for subsequent reinstallation after renovation by GSO workmen.
- EUR/sqm _____
- 006 Radiators to be washed with sal ammoniac solution and to be painted with white, high gloss, radiator enamel paint.
- EUR/sqm _____
- 007 Heating pipes of various diameters to be washed with sal ammoniac solution and painted with white high gloss, radiator enamel paint.
- EUR/sqm _____
- 008 Water, gas and drain pipes of various diameters to be cleaned thoroughly and washed with sal ammoniac solution, one coat of primer and then to be painted with white, high gloss enamel paint.

EUR/sqm _____

009 Damaged plaster (rough and fine) to be removed, spots to be repaired, sealed and smoothed, surface to be prepared for final painting.

EUR/sqm _____

010 Water spots to be sealed for final painting.

EUR/sqm _____

011 Steel doors incl. frames to be washed thoroughly with diluted sal ammoniac solution, rusted spots to be sanded and treated with rust primer, surface to be prepared and coated with high gloss enamel paint, RAL 7032.

EUR/sqm _____

012 Walls in office building (Latex) to be cleaned thoroughly, damaged plaster to be repaired and primed, surfaces to be coated with white high gloss latex paint.

EUR/sqm _____

013 Radiator casing (metal) to be cleaned and painted with white heat resistant silk gloss enamel paint.

EUR/sqm _____

014 Doors (wood), frames (metal) in office buildings to be washed with sal ammoniac solution, ground and spattled, painted with white high gloss enamel paint. Fittings, handles and rubber gaskets to be cleaned after paint job.

EUR/sqm _____

015 Old woodwork on windows (inside) to be washed, old lose paint to be removed and woodwork to be ground, prepared and painted with white high gloss enamel paint.

EUR/sqm _____

016 Old paint to be thoroughly washed on outside doors and gates, doors and gates to be ground, rust spots primed, coated with outside enamel paint, RAL 6005.

- EUR/sqm _____
- 017 Iron bars on windows and doors to be cleaned and rust to be removed, iron bars to be prepared with rust primer and painted with white high gloss enamel paint.
- EUR/sqm _____
- 018 Remove loose paint on minor facade areas and garden walls, paint minor facade areas and garden walls with appropriate outdoor paint.
- EUR/sqm _____
- 019 Removal of wallpaper
- EUR/sqm _____
- 020 Textured Surfaces Preparatory work
- EUR/sqm _____
- 021 Painting of Textured Surfaces
- EUR/sqm _____
- 022 Hanging of textured surface material
- EUR/sqm _____

Payments based on unit prices will be made only to the extent specifically provided in the contract.

3. Ordering Process

Orders may be issued orally by the Contracting Officer, but will be confirmed in writing.

The contractor should survey the property and verify the work required against the task order before beginning work, to determine if any discrepancies exist. The contractor shall be responsible for any errors which might have been avoided by such a survey/review. The contractor shall immediately report any discrepancies to the COR or the Contracting Officer and shall not begin work until such matters are resolved.

The Contracting Officer shall issue task orders for painting services on an as-needed basis. Task orders shall include:

Date of order

Contract number

Order number

Location of property

Amount of work (square meters or linear meters)

Point of contact for questions

When the Government has accepted any time schedule in individual orders, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

4. Working Hours

All work shall be performed during Monday through Friday from 08:00 to 18:00 except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

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

(b) When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a 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.

5. Deliverables

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
Insurance	1	10 days after award	Contracting Officer
Safety Plan	1	10 days after award	COR
List of Personnel	1	10 days after award	COR
Construction Schedule	1	identified in each task order	COR
Payment Request	1	completion of each task order	COR

6. Personnel Requirements

Removal of Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

Notice to the Government of Labor Disputes

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

Construction Personnel Security

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

- Full Name
- Place and Date of Birth
- Current Address
- Copy of passport
- Power of attorney to perform security checks

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

Language Proficiency

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

7. Utilities

The Government cannot ensure that utilities will be available at all properties at all times. The contractor shall have an alternate source of power (e.g., generator) available if needed to ensure that paint will be applied in conformance with manufacturer's specifications. The contractor shall not adjust the heating or air conditioning controls in properties with utilities turned on to maintain temperature. Contractor shall have its own source of water available for clean-up in the event that water has been turned off in the property for winterization of the plumbing system.

8. Materials and Equipment

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

Selection and Approval of Materials

Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which

the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

9. Insurance

Amount of Insurance

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

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

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

Per Occurrence	\$ 1 million
Cumulative	\$ 2 million

2. Property Damage on or off the site in US Dollars:

Per Occurrence	\$ 1 million
Cumulative	\$ 3 million

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

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

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

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.

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. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

10. Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, 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.

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.

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

11. Safety

Accident Prevision

(a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall--

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written Program. Before commencing the work, the Contractor shall--

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

(e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor

or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

12. Warranties

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

13. Contracting Officer's Representative (COR):

The COR for this contract is Jerome Capliez, tel. 089-2888 677 DOSAR clause 652.242-70 is incorporated by reference.

14. List of Attachments

Attachment A: Scope of Work

Attachment B: Government Furnished Property

Attachment C: Contract Clauses

Attachment D: Representations and Certifications

CONTINUATION TO SF-1449, RFQ NUMBER S-GE600-13--D0003
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Attachment A
DESCRIPTION/SPECIFICATIONS
STATEMENT OF WORK

1. APPLICABLE PAINTING STANDARDS/PAINT SPECIFICATIONS

Painting and preparatory work shall be in accordance with VOB, DIN 18 350, DIN 18363

2. PREPARATION/PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, carpets, or windows). Such property shall be moved, protected, and returned to its original position.

Furnishings (furniture, rugs, etc.) shall be removed first or protected by appropriate covering. Floors shall also be protected from soiling and paint spills. Wooden floors shall not be washed under any circumstances. To protect floors (of all types) from damage, the contractor shall use a suitable protective cover, and ladders and scaffolding shall be provided with clean rubber shoes or similar protection devices.

If the contractor spills any paint, or in any way soils the floors, the clean-up will be performed by a specialist floor finishing company at the contractor's expense. After completion of the painting work, the contractor shall return all furnishings to their original position, and the work area shall be cleaned free of litter and debris.

3 TECHNICAL SPECIFICATIONS FOR PAINTING WORK

a. Interior and Exterior Painting

Paint surfaces as directed by the task order. Match paint to similar adjacent materials or surfaces.

- (1) "Paint" includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- (2) Product Data: Contractor shall submit manufacturer's technical information, label analysis, and application instructions for each paint material proposed for use to

the COR, prior to starting work. As an attachment, list each material and cross-reference specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.

- (3) **Single Source Responsibility:** Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- (4) **Material Quality:** Provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification will not be acceptable.
- (5) Deliver materials to the job site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label with trade name and manufacturer's instructions.
- (6) Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.
- (7) **Project Conditions:** Do not apply paint when the relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces. Apply paint only in temperatures in accordance with manufacturer's specifications.
- (8) Examine substrates and conditions under which painting will be performed for compliance with requirements. Do not begin application until unsatisfactory conditions have been corrected.
- (9) **Preparation:** Remove hardware and hardware accessories, plates, light fixtures, and items in place that are not to be painted, or provide protection such as taping prior to surface preparation and painting. (Taping includes windows, door jams etc.)

Clean and prepare surfaces to be painted in accordance with manufacturer's instructions before applying paint or surface treatments. Remove oil, dust, dirt, loose rust, mildew, peeling paint or other contamination to ensure good adhesion. In some cases, Contractor may be requested to remove all existing coats of paint and sealers if prior paint application is showing signs of improper adhesion, i.e. such as peeling, chipping. All surfaces must be clean and dry. Schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces.

Notify the Contracting Officer or COR of problems anticipated for any minor preparatory work required, such as but not limited to, filling nail holes, cleaning

surfaces to be painted, and priming any requisite areas. Plan preparatory work as most units in residential areas will have nail holes or areas that will need to be primed or sealed. Replace all electrical covers with new covers after painting.

- (10) Materials Preparation: Mix and prepare paint in accordance with manufacturer's directions.
- (11) Application: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 - (a) Unless otherwise specified, the contractor is to use a high quality semi-gloss latex paint (containing no lead or mercury) for all kitchens, baths, laundry areas, door frames, and window frames. A flat or satin flat latex base paint (containing no lead or mercury) is to be used in the remainder of the unit. The color to be used must be consistent with the balance of the room, which will normally be an off-white. Contractor shall provide samples of the color on sample of the type of material to be painted before actual paint date is scheduled.
 - (b) On exterior surfaces, apply a high quality exterior grade latex base paint that matches as closely as possible the existing color on the exterior of the property, or a color as otherwise specified by the COR. Prior to painting, the surface is to be scraped, sanded, filled, and primed with a latex base primer. The contractor should plan on extensive preparatory work prior to painting. Do not apply exterior paint in snow, rain, fog or mist; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces.
 - (c) Provide finish coats that are compatible with primers used.
 - (d) The number of coats and film thickness required is the same regardless of application method. Do not apply succeeding coats until previous coat has cured. Sand between applications where required to produce a smooth, even surface.
 - (e) Apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color, and appearance.
- (12) Scheduling Painting: Apply first-coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable, and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried.

- (13) **Minimum Coating Thickness:** Apply materials at the manufacturer's recommended spreading rate. Provide total dry film thickness of the system as recommended by the manufacturer.
- (14) **Prime Coats:** Before application of finish coats, apply a prime coat as recommended by the manufacturer to material required to be painted or finished, and has not been prime coated.
- (15) **Brush Application:** Brush-out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Draw neat glass lines and color breaks.

Apply primers and first coats by brush unless manufacturer's instructions permit use of mechanical applicators.

- (16) **Mechanical Applications:** Use mechanical methods for paint application when permitted by manufacturer's recommendations, governing ordinances, and trade union regulations.

Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double-back with spray equipment building-up film thickness of two coats in one pass, unless recommended by the manufacturer.

- (17) Upon completion of painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing, scraping or other proper methods, using care not to scratch or damage adjacent finished surfaces.
- (18) Remove temporary protective wrappings after completion of painting operations.

b. Drywall/Plaster Repair

Patch defective drywall with a similar thickness and fire rated drywall. Joints must be taped in a manner so they are not readily visible. The patch must be textured with a texture consistent with the rest of the surface being patched. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.

c. Texture Only - Walls

Occasionally, the Government may require a wall to be textured that has not previously been textured. The contractor shall prepare the wall by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After prep work, the contractor

shall furnish and apply a texture type material. If any other walls within that room are textured, the texture material shall closely match the texture of any other existing textured walls in that room. The minimum assignment for this requirement will be one room within a unit.

d. Texture Only - Ceiling

Occasionally the Government may require to have a ceiling to be textured that has not previously been textured. The contractor shall prepare the ceiling by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After prep work, the contractor shall furnish and apply an "Acoustic" type texture. The minimum assignment for this requirement will be one room within a unit.

e. Paint Exterior Trim

Apply a high quality exterior grade latex base paint that matches as closely as possible the existing color on the exterior trim of the property, or a color as specified by the REAM. The trim is to be scraped, sanded, filled, and primed with a latex base primer, prior to painting. The contractor should plan on extensive preparatory work prior to painting. The specifications for exterior paint apply, unless otherwise specified.

f. Remove Wall Covering

Upon assignment by task order, remove the designated wall covering (wallpaper, cork, mirror, tile, etc.). After removing the wall covering the area will be cleaned and made ready for painting. The contractor shall remove and properly dispose of the old wall covering.

g. Plaster

Repair any damaged interior or exterior plaster as directed by the COR. The plaster material shall be of a similar material, which matches as closely as possible the existing plaster in texture and color.

h. Stucco

Repair any damaged stucco and remove any loose stucco before applying paint.

Attachment B
Government Furnished Property

Commercial power and water

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (APRIL 1998), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-4

None

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 1999)

(a) The Contractor agrees to comply with the following 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) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which 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 or components:

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

 (2)- (13)[Reserved]

 (14) 52.225-9, Buy American Act -- Trade Agreements Act -- Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

 (15)- (17) [Reserved]

 (18)(i) 52.225-21, Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

 (ii) Alternate I of 52.225-21.

___ (19) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (20) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor agrees to 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, or 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) [Reserved]

**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):

<http://www.arnet.gov/far/> 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 a network “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current Far clauses.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-4	Government-Furnished Property (Short Form) (APR 1984) (<i>if applicable</i>)

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 April 1, 1999 through March 31, 2003.

(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 \$ 1000.-, 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 \$ 25000.-;
(2) Any order for a combination of items in excess of \$ 25000.-; or
(3) A series of orders from the same ordering office within 10 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 1 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.

52.216-21 REQUIREMENTS. (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 [insert date].

52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. 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 period specified in the Schedule.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any DOSAR (48 CFR Ch. 6) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)
(DEVIATION)

(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 provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 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, 2016. 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 FY 16, 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 clause(s) is/are provided in full text:

652.228-70 INDEMNIFICATION (JULY 1988)

The Contractor expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged

negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.

DOSAR 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (DEC 1994)

All work shall be performed during Monday through Friday, 07:00 - 18:00 except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

- New Year's Day
- Epiphany
- Martin Luther King's Birthday
- Washington's Birthday
- Good Friday
- Easter Monday
- Labor Day
- Ascension Day
- Whitmonday
- Memorial Day
- Corpus Christi Day
- Independence Day
- Labor Day
- Day of German Unity
- 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, the preceding Friday is observed; when any such day falls on a 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.

DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(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 General Services Assistant

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (AUG 1998), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

None

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

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (APR 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 this/these address(es):

<http://www.arnet.gov/far/> 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 a network "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 Contractor Identification Number --
Data Universal Numbering System (DUNS)
Number (DEC 1996)

52.214-35 Submission of Offers in the English
Language (APR 1991)

The following DOSAR provision(s) is/are provided in full text:

52.252-6 Authorized Deviations in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any DOSAR (48 CFR Ch. 6) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

52.217-9 Option to Extend the Term of the Contract (MAR 1989) (DEVIATION)

(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 provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

DOSAR CLAUSES

652.206-70 COMPETITION ADVOCACY/OMBUDSMAN (DEC 1994)

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. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and contracting practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation identified elsewhere in this solicitation. If concerns are not adequately addressed, contact the Department of State Competition Advocate on (703) 516-1680, or write to: U.S. Department of State,

Competition Advocate, Office of the Procurement Executive, A/OPE/CA, Suite 603, SA-6, Washington, DC 20522-0602.

652.214-71 AUTHORIZATION TO PERFORM (DEC 1994)

The Contractor warrants that (a) it has obtained authorization to operate and do business in the country or countries in which this contract will be performed; (b) it has obtained all necessary licenses and permits required to perform this contract; and (c) it shall comply fully with all laws, decrees, labor standards and regulations of said country or countries during the performance of this contract.

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror . Proposals shall include a completed solicitation. The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by summarizing the offered prices for line item 001 through 004 and arriving at a grand total, including all options. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFP. Responsibility will be determined 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
- be 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 provision is provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (JAN1999)

(a) [Reserved]

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

(1) All offerors must submit the information required in paragraphs b(3)through b(5) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 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 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

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

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 as defined in paragraph (a) of this clause.

Name and TIN of common parent;

Name _____
TIN _____

(c) – (d) [Reserved]

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Trade Agreements--Balance of Payments Program Certificate*. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) *Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program*. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision; offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) *Alternate I*. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

[Insert line item numbers]

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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